

Notice Inviting e-Tender For

SITC of Mechanical Ventilation System for Chiller Plant & Tertiary Pump Room of HVAC at AIIMS, BBSR

(File No.: AIIMS/BBSR/EE(AC&R)/44/2019-20)



**All India Institute of Medical Sciences
Engineering Branch, Bhubaneswar (Odisha)-751019
www.aiimsbhubaneswar.edu.in**

NIT No.	:	<u>AIIMS/BBSR/AC&R/SITC VENT CH PLANT/05/2019-20</u>
Estimated Cost	:	₹2,71,257.00 (₹Two Lakh Seventy-One Thousand Two Hundred Fifty-Seven only)
EMD	:	₹13,570.00 (₹Thirteen thousand Five hundred Seventy only)
Completion Period	:	01 (One) Month (from the date of issue of work order)

“Certified that, this tender document contains 34 pages only”.

**Executive Engineer (AC & R) (I/C)
AIIMS, Bhubaneswar**

Project Cell, AIIMS, Bhubaneswar

Name of Work	:	<u>SITC of Mechanical Ventilation System for Chiller Plant & Tertiary Pump Room of HVAC at AIIMS, BBSR</u>
NIT No.	:	<u>AIIMS/BBSR/AC&R/SITC VENT CH PLANT/05/2019-20</u>

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NOTICE INVITING e-TENDER

(a)	Name of Work	<u>SITC of Mechanical Ventilation System for Chiller Plant & Tertiary Pump Room of HVAC at AIIMS, BBSR</u>
(b)	Tender No.	<u>AIIMS/BBSR/AC&R/SITC VENT CH PLANT/05/2019-20</u>
(C)	Estimated Cost	₹2,71,257.00 (₹Two Lakh Seventy-One Thousand Two Hundred Fifty-Seven only)
(e)	Earnest Money Deposit (EMD)	₹13,570.00 (₹ Thirteen thousand Five hundred Seventy only)
(f)	Performance Security (Bank Guarantee)	5% of Tendered Cost.
(g)	Security Deposit	5% of the Final Value.
(h)	Tender documents will be Issued From	Download from Institute Website. (i.e. www.aiimsubnanaswar.edu.in, www.tenderwizard.com /www.eprocure.gov.in).
(i)	Last Date, Time & Place of Submission	On 23/01/2020 at 14:00 Hours through online.
(j)	Date, Time for opening of Tender	On 23/01/2020 at 15:30 Hours.

1. The time of submission of e-Tender is **23/01/2020 by 14:00 Hours**. The indenting Bidder must read the Terms & conditions of AIIMS, Bhubaneswar carefully. He/They should only submit his/her/their bid if he/she/they consider himself/themselves eligible and he/she/they is/are in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The Bid documents consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract & special conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **www.aiimsubnanaswar.edu.in** Or www.tenderwizard.com/AIIMSBBSR.

Executive Engineer (AC & R) (I/C)
AIIMS, Bhubaneswar

INFORMATION AND INSTRUCTIONS TO BIDDERS FOR e-TENDERING

The Executive Engineer (AC&R) (I/C) AIIMS, Bhubaneswar invites on behalf of Director, AIIMS, Bhubaneswar, Item Rate Tender from Valid Electrical license holder (MV or Above) contractor of repute in Two (02) Bid system (Technical & Financial) from eligible contractors of CPWD, AIIMS, any central Govt, State Govt., PSU etc. having successfully completed works of similar nature as per eligibility criteria for the following work.

Ser. No.	Description	Details
(a)	NIT No.	<u>AIIMS/BBSR/AC&R/SITC VENT CH PLANT/05/2019-20</u>
(b)	Name of Work:	<u>SITC of Mechanical Ventilation System for Chiller Plant & Tertiary Pump Room of HVAC at AIIMS, BBSR.</u>
(c)	Estimated Cost	₹2,71,257.00 (₹Two Lakh Seventy-One Thousand Two Hundred Fifty-Seven only)
(d)	Earnest Money	₹13,570.00 (₹ Thirteen thousand Five hundred Seventy only)
(e)	Period of Completion	01 (One) Month (from date of issue of work order)
(f)	Last date and time of online submission of tender	On 23/01/2020 at 14:00 Hours through online.
(g)	Time and date of on line opening of Tender (Technical Bid)	On 23/01/2020 at 15:30 Hours.
(h)	Time and date of opening of Online Financial Bids	To be intimated later on.
(i)	Period during which hard copies of EMD (in Original), Registration Certificates, Undertaking and other Documents to be submitted to The Executive Engineer (AC&R) (I/C), Room No-327, 3 rd Floor, Academy Building, AIIMS, BBSR by the Bidders for reference. However, the Eligibility will be considered as per uploaded documents.	To be submitted on same Days i.e. on 23/01/2020 by 15:00 Hours . In case the last day happens to be closed holidays, these Documents shall be submitted on the next working day failing which technical Bid will not be considered for Evaluation.
(j)	Mode of submission of Tender	On Line.

- The intending bidder must read the terms and conditions of Tender document carefully. He/they should submit his/their bid if he considers himself eligible and he is in possession of all the certificates / documents required.
- Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
- The bid document consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <http://www.tenderwizard.com/AIIMSBBSR> or www.aiimsbhubaneswar.edu.in free of cost.

4. For e-tendering of this tender, AIIMS has engaged e-portal maintained by M/s ITI Limited, Bhubaneswar. Intending bidders shall have to register with M/s ITI Limited, Bhubaneswar to participate in the tendering process. For details kindly visit website <http://www.tenderwizard.com/AIIMSBBSR> or contact **Shri SANJEEB MAHAPATRA (Mobile No. 7377708585)**. If needed they can be imparted training on online bidding process as per details available on the website.
 5. The intending bidders must have valid class-III digital signature to submit the bid.
 6. The bid can be submitted only after depositing e-tender Processing Fee in favour of ITI Limited and uploading the mandatory scanned documents as specified within the period of bid submission.
 7. Copies of eligibility documents and EMD as specified in the notice inviting tender shall be scanned and uploaded on the e-tendering website within the period of tender submission. Bidder(s) can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
 8. Bidder(s) must ensure to quote rate of each item. The column meant for quoting rate in figures appears in dark yellow colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
 9. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
 10. Financial bids shall be opened online only for bidders for whom EMD and other documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
 11. If the contractor is found ineligible after opening of bids, his bid shall become invalid.
 12. If any discrepancy is noticed between the eligibility documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder, the bid shall become invalid.
 13. ***The Bidder(s) shall have to submit original instrument/document(s) for EMD and self-certified copies of all the scanned and uploaded documents on same day of opening of tender in the office of Tender Opening Authority. List of Eligibility Documents to be scanned and uploaded within the period of bid submission: -***
 - (a) Demand Draft of any scheduled Bank against EMD in favour of AIIMS, Bhubaneswar.
 - (b) Appendix 'A to C' duly filled in (Pages 13 & 14 ref.) and signed with stamp.
 - (c) Certificates of Work Experience & Completion Certificate of Similar Work from Client not below the Rank of Executive Engineer or equivalent, as mentioned in Ser. No. - 4, Page No. - 8 refer under Eligibility Criteria.
 - (d) Certificate of Registration for GST and acknowledgement, up to date filed return if required.
 - (e) Copies of PAN Sheet.
-

- (f) Copies of Balance Sheets.
- (g) Copies of undertaking.
- (h) Copies of ESI Registration.
- (i) Copies of EPF Registration. (Latest submitted challan copy).
- (j) The Bidder(s) should have their Registered Office/Branch in Bhubaneswar. If not, an Office should be opened in Bhubaneswar within 30 (Thirty) Days of the award of Work. Details of Address Proof of Office located at Bhubaneswar should be given to EE(AC&R) (I/C).
- (k) Declarations to be given by the Tenderer(s) (as per Page 07.).
- (l) Each page of the e-tender documents should be duly signed with seal otherwise the bid shall become invalid.
- (m) The Contractor shall submit valid Medium Voltage (MV) or above Electrical licence.

14. Information & Instruction for Contractor will form a Part of NIT.

Executive Engineer (AC & R) (I/C)
AIIMS, Bhubaneswar

DECLARATIONS TO BE GIVEN BY THE TENDERER(S)

It is to certify that: -

(a) I /We have gone through CPWD W-8 amended up to correction Slip No.6 as available on website www.tenderwizard.com/ www.aiimsbhubaneswar.edu.in or in the office of Superintendent Engineer and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

Date: _____

Signature of the Tenderer(s)

(b) "I, S/o Shri resident of hereby certify that none of my Relative(s) as defined in Paragraph 14 of CPWD W-6 is/are employed in AIIMS Electrical Zone, Odisha. In case at any stage, it is found that the information(s) given by me/us is/are false/incorrect, AIIMS shall have the absolute right to take any action as deemed fit without any prior intimation to me".

Date: _____

Signature of the Tenderer(s)

NOTE: - (To be certified by all the partners in case of partnership firms, by all the directors in case of companies).

(c) "I/We undertake and confirm that eligible similar Work(s) has/have not been got executed through another contractor on back to back basis. Further, it is stated that, if such a violation comes to the notice of Department, then I/We shall be debarred for bidding in AIIMS in future forever. Also, if such a violation comes to the notice of AIIMS, Bhubaneswar before date of start of work, the Superintending Engineer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee".

Date: _____

Signature of the Tenderer(s)

GENERAL RULES & DIRECTIONS AND GENERAL CONDITIONS

The Executive Engineer (AC&R) (I/C) AIIMS, Bhubaneswar invites on behalf of Director, AIIMS, Bhubaneswar, Item Rate Tender from Valid Electrical license holder (MV or Above) contractor of repute in Two (02) Bid system (Technical & Financial) from eligible contractors of CPWD, AIIMS, any central Govt, State Govt., PSU etc. having successfully completed works of similar nature as per eligibility criteria for the following work.

1. **Name of Work: "SITC of Mechanical Ventilation System for Chiller Plant & Tertiary Pump Room of HVAC at AIIMS, BBSR"** .
2. The work is estimated to cost of **₹2,71,257.00** (₹Two Lakh Seventy-One Thousand Two Hundred Fifty-Seven only). The estimate, however, is given merely as a rough guide.
3. Intending Bidder(s) is/are eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works. The similar work means **SITC of General Electrical items.**
4. **Eligibility Criteria.** Indenting Bidder(s), who fulfil following requirement shall be eligible to apply: -
 - (a) Three (03) similar completed works (**SITC of General Electrical items.**) each of value **not less than 40%** (i.e. for **₹1,08,503.00**) of estimated cost put to tender or Two (02) similar completed works (**SITC of General Electrical items.**) each of value **not less than 60%** (i.e. **₹1,62,754.00**) of estimated cost put to tender or one (01) similar completed work (**SITC of General Electrical items.**) of value **not less than 80%** (i.e. **₹2,17,006.00**) of estimated cost put to tender in **last 07 (Seven) Years** ending **31st March 2019**.
 - (b) The Bidder should have registration up to date with Employee Provident Fund (EPF) Commissioner and Employee State Insurance (ESI) Corporation.
 - (c) The bidder should have positive net worth and should not have incurred loss in last 03 (Three) Years ending i.e. by **31st March 2019**, duly certified by Chartered Accountant.
 - (d) The experience of similar work should be from Central Govt., State Govt., PSU, Autonomous Body, Govt. Hospitals.
 - (e) Agreements shall be drawn with the successful bidder(s) for item/items on prescribed format. Bidder(s) shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
 - (f) The bid document consisting of plans, specifications, the schedule of quantities of the various type of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents.
 - (g) Conditional Bids shall not be considered and will be out-rightly rejected at the very first instance.
 - (h) **Average Annual Financial**, the turnover during the last 3 years, ending **31st March 2019** should be at least 30% of the estimated cost.
5. **Preparation & Submission of Tender through Online.** The Tender should be submitted in **02 (Two) parts i.e. Technical Bid and Financial Bid Respectively**. The Technical Bid should be sent by the

6. **Earnest Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **₹13,570.00** (₹ Thirteen thousand Five hundred Seventy only) by way of Demand Drafts (In favour of **All India Institute of Medical Sciences, Bhubaneswar**; payable at Bhubaneswar) only. Scanned Copy of same Demand Draft(s) must be uploaded/attached with the Technical Bid. The EMD of the successful Bidder(s) shall be returned after the successful submission of Bank Guarantee/Security Deposit and for unsuccessful bidder(s) it would be returned after Awarding of the Contract to successful bidder(s). Bid(s) received without Demand Drafts of EMD will be rejected.
7. **Performance Bank Guarantee.** The successful contractor will be required to furnish a Performance guarantee of **05%** (Five Percent) of Contract Value after receiving notification of award, in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank (as per clause-v) in the name of the **"All India Institute of Medical Sciences, Bhubaneswar"** which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. The security deposit which is **05%** of the final value can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations (including Warranty/Guarantee period) under the contract. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the contractor(s) shall be forfeited automatically without any notice to the contractor(s). The earnest money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.
8. Intending Bidder(s) is/are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder(s) shall be responsible for arranging and maintaining at his/their own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder(s) implies that he/they has/have read this notice and all other contract documents and has/have made himself/herself/themselves aware of the scope and specifications of the work to be done and of conditions.
9. The Tender paper/documents can be seen/downloaded from Official website & submitted through on-line. For any query, Executive Engineer (AC& R) (I/C), Phone: 0674-2476500, AIIMS, Bhubaneswar, may be contacted.
10. The Director, AIIMS, Bhubaneswar does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
11. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
12. The Director, AIIMS, Bhubaneswar reserves to himself/herself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

13. The contractor(s) shall not be permitted to bid for works in the AIIMS, Bhubaneswar responsible for award and execution of contracts, in which his/their near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He/They shall also intimate the name of person(s) who are working with him/them in any capacity or are subsequently employed by him/them and who are near relatives to any gazetted officer in the AIIMS, Bhubaneswar. Any breach of this condition by the contractor(s) would render him liable to be removed from the approved list of contractors of this Department.
14. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
15. The bid for the works shall remain open for acceptance for a period of 90 days from the date of opening of bids.
16. This notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of "The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
17. (a) Security Deposit equal to 05% of the Final Value will be deducted from the Bills of the Contractor.
(b) The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.
(c) The quoted Rates shall be inclusive of GST.
(d) Labour CESS @ 01% will be deducted from the Bill.
(e) Water charge @1% will be deducted from the bill (If use of Water from AIIMS, Bhubaneswar).
18. **Goods and Services Tax (GST).**
- (a) **GENERAL REMARKS ON TAXES & DUTIES:** In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, service Tax, VAT, Sales Tax, Entry or any other form of indirect Tax except of GST mentioned in the bidding document shall be ignored.
- (b) Bidders are required to submit copy of the GST Registration certificated while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- (c) "GST shall mean Goods and services Tax charged on the supply of material(s) and services. The term 'GST' shall be construed to include the integrated Goods and Services Tax (Hereinafter referred to as "IGST") or central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and services Tax (Hereafter referred to as "SGST") or union Territory Goods and services Tax (hereinafter referred to as "UTGST").
- (d) Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST /UTGST applicable in case of interstate supply or intra state supply respectively and

cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the price Bid. please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the supplier of Goods/services (service provider) only. Supplier of Goods/Service (Service provider) providing taxable service shall issue an invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier of Goods /services (Service provider) with requisite details.

19. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Bhubaneswar site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by AIIMS, Bhubaneswar for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications: -
- (a) The Payment of Wages Act 1936.
 - (b) The Employees Provident Fund & MP Act, 1952.
 - (c) The Contract Labour (Regulation) Act, 1970.
 - (d) The Payment of Bonus Act, 1965.
 - (e) The Payment of Gratuity Act, 1972.
 - (f) The Employees State Insurance Act, 1948.
 - (g) The Employment of Children Act, 1938.
 - (h) The Motor Vehicle Act, 1988.
 - (j) Minimum Wages Act, 1948.
20. **Breach of Terms and Conditions.** Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Bhubaneswar in that event the EMD shall also stands forfeited.
21. **Termination of Contract.** AIIMS, Bhubaneswar would have the right to terminate the contract, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Bhubaneswar rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated. The decision of AIIMS, Bhubaneswar's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Bhubaneswar shall have the right to engage any other tenderer to carry out the task.
22. **Arbitration.** The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Bhubaneswar. The decision of the Arbitrator shall be final and binding on the both parties.
23. **Dispute Settlement.** It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, BHUBANESWAR whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

24. The Lowest Bidder will be decided as per the Commutation Rates quoted by the Bidder for individual item.
25. Mode of Payment:
- (a) The 100% payment will be released after due verification of final bill by Engineering-in-Charge or his representative after completion of work. The deduction of 5% towards security deposit and other deduction towards taxes as per Government of India/AIIMS rule will be made from the bill. No provision is given for RA bill payment in this contract.
 - (b) It will be mandatory for the bidders to indicate their bank account number and other relevant e-payment details so that payment could be made through RTGS/ Other mechanism.
27. GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt. of India/AIIMS Rules.
28. **Penalty:** All the work shall be completed within **One Month** from the date of issue of work Order by the Institute. All the aspects of safe installation shall be the exclusive responsibility of the Contractor. If the contractor fails to complete the work on or before the stipulated date, then a penalty at the Rate of 0.50% per week of the total order value shall be levied subject to maximum of 10% of the total order value.
29. Vendor shall submit following documents after execution of given work:
- (a) Work Completion Certificate
 - (b) Testing & Commissioning Certificate
 - (c) Material Test Certificate
 - (d) Warranty/Guarantee Certificate
 - (f) Colour Photos for Executed work on glossary paper
 - (g) Non-Objection Certificate (NOC) regarding work
 - (h) GST return up to date Voucher.
 - (i) Bank Account Details

Executive Engineer (AC & R) (I/c)
AIIMS Bhubaneswar

Appendix 'A'

FORM FOR FINANCIAL INFORMATION

(Financial Analysis)

Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account duly Certified by the Chartered Account, as submitted by the applicant to the Income Tax Department (copies to be attached).

Ser. No.	Description	2016-17	2017-18	2018-19

Note: Gross Annual Turn Over only.

Appendix 'B'

FORM FOR DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST 07 (SEVEN) YEAR

(I.e. FOR THE YEAR ENDING MAR 2019)

Ser. No.	Name of Work/ Project	Location	Owner or Sponsoring Organization	Cost of Work in Lakhs	Date of Commencement as per Contract	Stipulated date of Completion	Actual date of Completion	Litigation/ Arbitration pending/ In progress with details	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
1.									
2.									
3.									
4.									
5.									
6.									
7.									

(Authorized Signature of the Bidder with Seal)

Appendix 'C'

FORM FOR DETAILED INFORMATION BY BIDDER

Name of Firm/Contractor/Supplier	:
Complete Address and Telephone Number	:
Name of Proprietor/Partner/Managing Director/Director	:
Phone Number	:
Mobile Number	:
e-Mail ID	:
Name and address of service centre nearby Bhubaneswar	:
Whether the firm is a registered Firm (Yes/No. Attach Copy of Certificate)	:
PAN Number. (enclose the attested copy of PAN Card)	:
GST Number (enclose the attested copy of GST Certificate)	:
Whether the firm has Uploaded the Bank Draft/Pay Order/ Banker's Cheque of Earnest Money Deposit (EMD).	:
Whether the Firm/Agency is signed each and every page of Tender/NIT	:
EPF No. (Enclose the attested copy of EPF Registration Certificate)	:
ESI Code.	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder with Seal)

All India Institute of Medical Sciences
Engineering Branch, Bhubaneswar (Odisha)-751019
www.aiimsbhubaneswar.edu.in

BIDDERS UNDERTAKING

E-Tender for the work of: SITC of Mechanical Ventilation System for Chiller Plant & Tertiary Pump Room of HVAC at AIIMS, BBSR

To be submitted online by:

- (a) Time and date of online Opening of Technical Bids. : **23/01/2020 (15:30 Hours).**
- (b) Time and date of opening of Online Financial Bids. : **To be intimated later.**

T E N D E R

I/We have read and examined the notice inviting tender, schedule along with Appendices 'A' to 'C' as per Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

A sum of **₹13,570.00/-** (₹Thirteen thousand Five Hundred Seventy only) is hereby forwarded in Bank Guarantee of scheduled Bank/Demand Draft (In favour of **All India Institute of Medical Sciences, Bhubaneswar; payable at Bhubaneswar**) of a scheduled Bank/Bank Guarantee issued by a scheduled Bank **as Earnest Money**. If I/We, fail to furnish the prescribed Performance Guarantee within prescribed period. I/We agree that the said Director, AIIMS, Bhubaneswar or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director, AIIMS, Bhubaneswar or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the retendering process of the work.

I/We undertake and Confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of AIIMS, Bhubaneswar, then I/We shall be debarred for tendering in AIIMS, Bhubaneswar in future forever. Also, if such a violation comes to the notice of AIIMS, Bhubaneswar before date of start of work, the Administrative Officer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated: * _____

Signature of Contractor(s)
with full Postal Address

Witness: *

Address: *

(* To be filled in by the Contractor.)

Occupation: *

SPECIAL CONDITIONS

1. Any facility not mentioned in this scope, but which is vital to “SITC of Mechanical Ventilation System for Chiller Plant & Tertiary Pump Room of HVAC” are assumed to be included in the scope of work.
2. Electricity for erection of cable, T&P etc at site shall be arranged by Vendor(s).
3. Contractor(s) has/have to ensure safety and provide adequate supervision/precautions.
4. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of Corporation or Local Authorities regarding safety and security etc., the contractor(s) shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account & no claim for delay on this account shall be entertained.
5. The tender shall be based on Conditions of Contract and tenderers are required to quote their own rates against each item in schedule of quantities (B.O.Q), which is enclosed. All rates shall remain firm for the contract period/extended contract period.
6. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of work order to proceed with the work, The Competent Authority shall forfeit the earnest money deposited (EMD) by him along with the tender.
7. All the works to be carried out in accordance with latest CPWD/BIS Specifications & also followed by the I.E. rules and as per the directions of Engineer-in-charge.
8. **Packing:**

The supplier shall provide such packing of the goods, as is required to prevent their damages or deterioration during the transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
9. **Drawing and Specifications:**

A copy of tender documents and all relevant drawings and specifications viz. Indian standards, latest CPWD specifications etc. shall be made available at site if & when asked for reference.
10. **Cost of Tests:**

The cost of preparing samples and carrying out tests for quality of material or workmanship will be borne by the contractor except for such exclusions as are specifically mentioned in the specifications laid down in contract. The cost of all test carried out by Laboratories directed by the Engineer-In-Charge will be borne by the contractor.
11. The work shall be carried out strictly as per the attached technical specifications, relevant IS specifications.
12. The contractor has to get approved all the material from the Engineer-in-Charge before its actual use at site of work.
13. The scope of work includes all minor building works required for execution work such as cutting of wall etc. and making good the same. Nothing extra will be paid to contractor for the same.

14. The watch and ward of material and installation shall rest on the part of contractor during execution of work and till handing over of the same after completion of work in accordance with schedule of work.
15. The contractor will take care of the building etc. while handling / installing the equipment to avoid damages to the building. If any damages occur during execution of work, it shall be made good by contractor without any extra cost.
16. Existing materials on good condition may be used after joint inspection by Engineer-in charge & AIIMS representatives & vendor.
17. Dismantling of non-used materials to be deposited at Engineering Dept. by the Firm.
18. For all items of said work; CPWD specifications with correction slips up to the date of receipt of tender shall be followed. For the items which are not covered under CPWD specifications; the special conditions /B.I.S. specifications shall apply. In this regard the decision of Engineer-in- charge shall be final & binding.
19. Wherever any reference is made of any Indian Standard, it shall be taken as reference to the latest edition with all amendments / revision issued thereto up to the date of receipt of tenders.
20. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
21. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, Labour Laws, minimum wages act, workmen compensation act and other statutory laws enact by Central Govt. as well as State Govt.
22. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall not be allowed to erect any temporary set up for staff in the campus.
23. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.
24. All T&P, ladders/Hydra etc, Electrical instruments for execution of internal electrification work, required for execution of the work shall be arranged by the contractor.
25. Staff employed by the contractor should be well behaved, polite & courteous. Any complaint against staff should be taken very seriously and such staff should be removed by the contractor immediately from the site and replacement shall be provided immediately.
26. All dismantled material will be removed from site by contractor after verification of measurement of the same by concern JE.
27. The contractor shall make all safety arrangement required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. AIIMS Bhubaneswar will not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in this regard shall be entertained / accepted by the AIIMS Bhubaneswar. Also, Contractor is responsible to the damage caused to any man/material/ Govt. property by his or his labour during execution of work and This should be rectified by the contractor at his own cost.

28. Chases, holes & drilling works etc. shall be done using power operated tools in the cost of Contract. No extra will be paid for the same.
29. For non-compliance or partial compliance of satisfactory execution of items, the Engineer-in-charge reserves his rights to levy compensation in accordance with the scale of non-conformity and the period for which this non-conformity continues. However, the total amount of this compensation for the whole contract shall not exceed 10% of the tendered value of this contract. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor(s).
30. The materials used for carrying out the work shall be of best locally available quality and the contractor has to carry out the necessary testing of the material as ordered by the Engineer-in-Charge for its conformity and all testing charges shall be borne by the contractor.
31. In the case of discrepancy between the schedule of quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: -
- (a) Description of schedule of quantities (B.O.Q).
 - (b) General rules & Directions and General Conditions/ Special Conditions/CPWD Specifications.
 - (c) Indian standards specifications/BIS.
 - (d) Any reference made to any Indian standards specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
 - (e) If there are varying or conflicting provisions made in any one document forming Part of contract, Engineering In-charge shall be deciding authority and regard to the intention of the document, his decision shall be final and binding on the Contractor.

Executive Engineer (AC & R) (I/C)
AIIMS Bhubaneswar

SIGNATURE OF THE CONTRACTOR

TECHNICAL SPECIFICATION

1. GENERAL

Technical specifications in this section cover the SITC of Mechanical Ventilation System for Chiller Plant Room of HVAC at AIIMS, BBSR. The scope of work inclusive of Electrical Works/Mechanical Works/Civil Works.

2. STANDARDS AND CODES.

Latest up to date Indian Standard (IS) and Code of practice will apply to the equipment and the work covered by the scope of this contract. In addition, the relevant clauses of the Indian Electricity Act 1910 and Indian Electricity Rules 1956 as amended up to date shall also apply. Wherever, appropriate Indian Standards are not available, relevant British and/or IEC Standard shall be applicable.

3. WIRES. Wiring shall be carried out with FRLS insulated 660/1100-volt grade unsheathed single core wires with electrolytic annealed standard copper (unless otherwise stated) conductors conforming to latest IS Code. All wire rolls shall be ISI marked. All wires shall bear manufacturer's label and shall be brought to site in new and original packages. Manufacturer's certificate, certifying that wires brought to site are of their manufacture shall be furnished as required.

4. LAYING AND DRAWING OF WIRES.

4.1. BUNCHING OF WIRES

Wires carrying current shall be so bunched in conduits that the outgoing and return wires are drawn into the same conduit. Wires originating from two different phases shall not be run in the same conduit.

4.2. DRAWING OF WIRES.

The drawing of wires shall be done with due regard to the following precautions: No wire shall be drawn into any conduit, until all work of any nature, that may cause injury to wire is completed. Burrs in cut conduits shall be smoothen before erection of conduits. Care shall be taken in pulling the wires so that no damage occurs to the insulation of the wire. Approved type bushes shall be provided at conduit terminations. Before the wires are drawn into the conduits, conduits shall be thoroughly cleaned of moisture, dust, dirt or any other obstruction by forcing compressed air through the conduits if necessary. While drawing insulated wires into the conduits, care shall be taken to avoid scratches and kinks which cause breakage of conductors. There shall be no sharp bends. The Contractor shall, after wiring is completed, provide a blank metal/sun mica plate on all switch/outlet/junction boxes for security and to ensure that wires are not stolen till switches/ outlets etc. are fixed at no extra cost the contractor shall be responsible to ensure that wires and loop earthing conductors are not broken and stolen. In the event of the wire been partly/fully stolen, the contractor shall replace the entire wiring along with loop earthing at no extra cost. No joint of any nature whatsoever shall be permitted in wiring and loop earthing.

4.3. TERMINATION/JOINTING OF WIRES.

Sub-circuit wiring shall be carried out in looping system. Joints shall be made only at distribution board terminals, switches for socket outlets. No joints shall be made inside conduits or junction/draw/inspection boxes. Switches controlling socket outlets shall be connected in the phase wire of the final sub circuit only. Switches controlling socket outlets shall be connected in the neutral wire. Wiring conductors shall be continuous from outlet to outlet. Joints where unavoidable, due to any special reason shall be made by approved connectors. Specific prior permission from Engineer-in-Charge in writing shall be obtained before making such joint. Insulation shall be shaved off for a length of 15 mm at the end of wire like sharpening of a pencil and it shall not be removed by cutting it square or wringing. Strands of wires shall not be cut for connecting terminals. All strands of wires shall be twisted round at the end before connection. Conductors having nominal cross-sectional area

exceeding 1.5 Sq. mm shall always be provided with crimping sockets. Tinning of the strands shall be done wherever crimping sockets are not available as per instructions of the Executive Engineer (Electrical). All wiring shall be labelled with appropriate plastic ferrules for identification. At all bolted terminals, brass flat washer of large area and approved steel spring washers shall be used. Brass nuts and bolts shall be used for all connections. The pressure applied to tighten terminal screws shall be just adequate, neither too less. Switches controlling socket outlets shall be connected to the phase wire of circuits only. Only certified valid license holder wiremen shall be employed to do wiring/jointing work.

4.4 LOAD BALANCING.

The contractor shall plan the load balancing of circuits in 3 phase installation and get the same approved by the Engineer-in-Charge before commencement of the work.

4.5 COLOUR CODE OF CONDUCTORS.

Colour code shall be maintained for the entire wiring installation – red, yellow, blue for three phases, black for neutral and green for earth

5. PERFORMANCE.

Should the above tests not comply with the limits and requirements as above the contractor shall rectify the faults until the required results are obtained. The contractor shall be responsible for providing the necessary instruments and subsidiary earths for carrying out the tests. The above tests are to be carried out by the contractor without any extra charge.

6. MINIATURE CIRCUIT BREAKERS.

The MCB's shall be of the completely moulded design suitable for operation at 240/415 Volts 50 Hz system. The MCB's shall have a rupturing capacity of 10 KA at 0.5 p.f. The MCB's shall have inverse time delayed thermal overload and instantaneous magnetic short circuit protection. The MCB time current characteristic shall coordinate with XLPE cable characteristic. Type test certificates from independent authorities shall be submitted with the tender.

LIST OF APPROVED MAKES
(For work covered under this Contract)

Sl. No.	Item Name	Name of the Make
1	Exhaust fan of 450mm sweep	Havells, Crompton, Humidin, Finolex or Equivalent
2	Double pole, 220 V, MCB	L & T, Havells, Legrand or Equivalent
4	Four pole, 440 V, MCB	L & T, Havells, Legrand or Equivalent
5	MCB distribution board, 240 V	L & T, Havells, Legrand or Equivalent
6	Metal box	Anchor, Havells, Legrand or Equivalent
7	FRLS PVC insulated copper conductor cable	Polycab, Havells, Filonex or Equivalent
8	Modular socket outlet	Anchor, Havells or Equivalent

Note: The make approval must be taken from Engineer- In- charge/Executive Engineer (Electrical) before installation.

Technical Bid (Eligibility Criteria)

The scanned copies of the following mandatory documents to be uploaded on e-Tendering Portal in the following format.

Sl.no.	Details/ Particulars	Uploaded (Yes/No)	Page No.
(A)	Demand Draft of any scheduled Bank against EMD in favour of AIIMS, Bhubaneswar.		
(B)	Appendix `A to C' duly filled in (Pages 13 & 14 ref.) and signed with stamp		
(C)	Certificates of Work Experience & Completion Certificate of Similar Work from Client not below the Rank of Executive Engineer or equivalent, as mentioned in Ser. No. - 4, Page No. - 8 refer under Eligibility Criteria		
(D)	Certificate of Registration for GST and acknowledgement, up to date filed return if required		
(E)	Attested Copies of PAN No.		
(F)	Copies of Balance Sheets.		
(G)	Copies of undertaking.		
(H)	Copies of ESI Registration		
(I)	Copies of EPF Registration. (Latest submitted challan copy)		
(J)	The Bidder(s) should have their Registered Office/Branch in Bhubaneswar. If not, an Office should be opened in Bhubaneswar within 30 (Thirty) Days of the award of Work. Details of Address Proof of Office located at Bhubaneswar should be given to EE(AC&R) (I/C).		
(K)	Declarations to be given by the Tenderer(s) (as per Page 07).		
(L)	Each page of the e-tender documents should be duly signed with seal otherwise the bid shall become invalid		
(M)	The Contractor shall submit valid Medium Voltage (MV) or above Electrical licence		

AFFIDAVIT

(To be submitted on Rs. 100/- Indian Non-Judicial Stamp Paper)

I/We hereby certify that, the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I/We also certify that, Firm will supply the item(s) as per the specification given by Institution and also abide all the Terms & Conditions stipulated in Tender.

I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may impose any action as per e-Tender Rules.

"I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee".

Business Address: -

Name:

(Signature of Bidder with Firm's Seal)

Place: _____

Dated: _____

Annexure – I
FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

1. In consideration of the Director, AIIMS, Bhubaneswar (hereinafter called “the Government”) having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called “the said Contractor(s)”) for the work (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/ guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

I/We (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by Government.

2. I/We do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees _____ only).

3. I/We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

5. I/ We further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in-charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) accordingly discharges this guarantee.

6. I/We further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).

We lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing.

8. This Guarantee shall valid up to _____ unless extended on demand by Government, notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.

Dated the _____ day of _____ for _____

(Indicate the name of Bank)

Format for Agreement
(To be made on Rs 100/- Judicial Stamp Paper)

This Agreement is made at.....on this.....day of.....2020,

BETWEEN

Director, AIIMS, Bhubaneswar represented through Superintending Engineer, AIIMS, BHUBANESWAR,
....., (Hereinafter referred as the) (Address) "Principal/Owner", which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs).

AND

.....(Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory)

"**Bidder(s)/Contractor(s)**" and which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

Preamble

WHEREAS, the Principal/Owner has floated the Tender (NIT No AIIMS/BBSR/AC&R/SITC VENT CH PLANT/05/2019-20)

(here in after refer red to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for: "**SITC of Mechanical Ventilation System for Chiller Plant & Tertiary Pump Room of HVAC**" hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the Land, Rules & Regulations, Economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose afore said both the parties have agreed to enter to this Agreement (hereinafter referred to as "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, inconsideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under: -

Article - 1: Commitment of the Principal/Owner.

1. The Principal/Owner commit itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender processor the Contract execution.
- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (P C Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will

inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article - 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standard and makes, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution: -

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind what so ever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or passion to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation,

threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article - 3: Consequences of Breach.

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right: -

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article-2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may before vigour for a limited period as decided by the Principal/Owner.**
2. **Forfeiture of EMD/Performance Guarantee/Security Deposit :** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contractor has accrued the right to terminate/determine the Contract according to Article-3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder(s)/Contractor(s).
3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article - 4: Previous Transgression.

1. The Bidder(s) declare(s) that no previous transgressions occurred in the last 05 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder(s) make(s) incorrect statement on this subject, he can be disqualified from the Tender processor action can be taken for banning of business dealings/holiday listing of the Bidder(s)/Contractor(s) as deemed fit by the Principal/Owner.
3. If the Bidder(s)/Contractor(s) can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, at its own discretion, revoke the exclusion prematurely.

Article - 5: Equal Treatment of all Bidders/Contractors/Sub-contractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
2. The Principal/Owner will enter in to Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article - 6: Duration of the Pact.

1. This Pact begins when both the parties have legally sign edit. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, AIIMS, Bhubaneswar.

Article - 7: Other Provisions.

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Bhubaneswar** of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not be unmade.
3. If the Contractor(s) is/are a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turnout to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article - 8: LEGAL AND PRIOR RIGHTS.

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Pact.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, Name and address)

2.
(Signature, Name and address)

Place:

Dated:

PROFORMA OF SCHEDULES

SCHEDULE 'A'

(Reference to General conditions of Contract.)

Name of Work: **SITC of Mechanical Ventilation System for Chiller Plant & Tertiary Pump Room of HVAC**

Estimated Cost of Work: ₹2,71,257.00			
(a)	Earnest Money	=	₹13,570.00
(b)	Performance Guarantee	=	<u>05% of Tendered Value</u>
(c)	Security Deposit	=	<u>05% of Final Value</u>

SCHEDULE 'B'

GENERAL RULES & DIRECTIONS:

Officer Inviting Tender: - Executive Engineer (AC & R) (I/C), AIIMS, Bhubaneswar

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined: -

in accordance with Clause -12.2 &12.3 = 50%

Definitions

See below

- | | | |
|---------|---|--|
| 2 (v) | Engineer-in-Charge | Superintending Engineering
AIIMS, Bhubaneswar |
| 2(viii) | Accepting Authority | Director
AIIMS, Bhubaneswar |
| 2(x) | Percentage on cost of materials and labour to cover all over heads and profit : 15% | |
| 2(xi) | Standard Schedule of Rates - Central Public Works Department Schedule of Rates 2018 at Delhi with upto date correction slips | |
| 9(ii) | Standard AIIMS Contract Form - GCC for CPWD Works - 2014 as amended and up to and including correction slip | |
| | (i) Time allowed for submission of Performance guarantee, Program Chart (Time & Progress) and applicable Labour Licenses, Registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance : 07 Days | |
| | (ii) Maximum allowable Extension with late fee @ 0.1% of Performance guarantee amount beyond the period provided in (i) above. : 01 to 15 days | |

Clause – 2.

Authority for fixing compensation under Clause 2

: Director, AIIMS, Bhubaneswar

Clause – 2A.

Whether Clause 2A shall be applicable : **No**
Clause – 5.

Time allowed for execution of work : **One Month (after issue of work order).**

Time of start of work: Within Seven days after issue of work order.

Number of days from the date of issue of letter of acceptance for: **07 Days**
reckoning date of start

Authority to decide fair & reasonable extension of time for completion: **Superintending Engineer, AIIMS, Bhubaneswar**
of work

Clause – 6A.

Whether Clause 6A shall be applicable : **No.**

Clause – 7A.

Whether clause 7A shall be applicable : **YES.**

Clause – 10B(ii).

Whether Clause 10B(ii) shall be applicable : **No.**

Clause – 10C. : **Not applicable.**

Clause – 10CA. : **Not applicable.**

Clause – 16.

Competent Authority for deciding reduced rates : **Superintending Engineer AIIMS, Bhubaneswar**

Clause – 25.

Settlement of dispute & Arbitration : **Director, AIIMS, Bhubaneswar**

Clause – 36(i).

Requirement of Technical Staff and rate of recovery in case of non-compliance shall be as per the following table: -

Value of Work	Ser. No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience in years	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause36(i)	
							(Figures)	(Words)
For Agreement amount up to Rs150 Lakhs	(a)	Graduate Engineer OR Diploma Engineer	Elect.	Principal Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	Rs 15000/-	Rs Fifteen Thousand only

Financial Bid (Schedule of Quantities)

NIT NO.: AIIMS/BBSR/AC&R/SITC VENT CH PLANT/05/2019-20

Estimate SITC of Mechanical Ventilation System for Chiller Plant & Tertiary Pump Room of HVAC at AIIMS, BBSR.						
Sl No.	Description	Make	Unit	Qty	Unit Cost	Total Cost
1	Supply of 3650 CFM exhaust fan of 450mm sweep, 1400 RPM wall mounting, aerodynamically designed and balanced blade, Pre- lubricated double ball bearing for maintenance free running, durability and efficiency. motor with protection through thermal overload device, and wall frame vibration isolators, 220/240 volts, single phase, 50 Hz, 370 watts power supply with all accessories.	Havells, Crompton, Humidin, Finolex or Equivalent	Nos	17		
2	Supply and drawing 3 core 2.5 sq. mm ISI marked, FRLS PVC insulated copper conductor cable in the existing surface/ recessed steel/ PVC conduit as required.	Polycab, Havells, Filonex or Equivalent	Mtr	600		
3	Supply and drawing 3 core 4.0 sq. mm ISI marked, FRLS PVC insulated copper conductor cable in the existing surface/ recessed steel/ PVC conduit as required.	Polycab, Havells, Filonex or Equivalent	Mtr	80		
4	Supply and drawing 4 core 6.0 sq. mm ISI marked, FRLS PVC insulated copper conductor cable in the existing surface/ recessed steel/ PVC conduit as required.	Polycab, Havells, Filonex or equivalent	Mtr	25		
5	Supplying and fixing 10 Amps rating, 240V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of Single poles in the existing MCB complete with connections, testing and commissioning etc.	L & T, Havells or Equivalent	Nos	17		
6	Supplying and fixing 32 Amps rating, Double pole, 220 V, isolator in the existing MCB complete with connections, testing and commissioning etc.	L & T, Havells or Equivalent	Nos	4		
7	Supplying and fixing 63 Amps rating, four pole, 440 V, isolator in the existing MCB complete with connections, testing and commissioning etc.	L & T, Havells or Equivalent	Nos	1		

8	Supplying and fixing 6-way, Double door single pole and neutral, sheet steel, MCB distribution board, 240 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/Isolator)	Havells, Legrand or Equivalent	No.	4		
9	Supplying and fixing 12-way, Double door single pole and neutral, sheet steel, MCB distribution board, 240 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/Isolator)	Havells, Legrand or Equivalent	No.	1		
10	Installation of exhaust fan in the existing opening, including making good the damage, connection, testing, commissioning etc. as required.	N/A	Nos.	17		
11	Supplying & fixing of powder coated extruded aluminum Return Air Grills with louvers but without volume control dampers complete as required.	N/A	Sqm.	7		
12	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meters lead as per direction of Engineer-in-charge	N/A	Cum.	5		
13	Supplying & fixing of 100 mm X 100 mm X 60 mm deep metal box	Anchor, Havells or Equivalent	Nos	17		
14	Supplying and fixing 6 pin 15/16 amps modular socket outlet.	Anchor, Havells or Equivalent	Nos	17		
15	Supplying and fixing 1 Modular base & cover plate on existing modular metal boxes etc. as required.	Anchor, Havells or Equivalent	Nos	17		

Name : _____

Business Address: _____

Signature of the Bidder: -

Date : _____

Place : Bhubaneswar

Seal of the Bidder _____

E-TENDERING INSTRUCTIONS TO BIDDERS

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. 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. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS BHUBANESWAR has decided to use the portal www.tenderwizard.com/AIIMSBBSR through an ASP, M/s. ITI Ltd., Bhubaneswar.

Instructions.

1. **Tender Bidding Methodology.** Two Stage Online Bidding.
2. **Broad outline of activities from Bidders prospective:**
 - (a) Procure a Class III Digital Signature Certificate (DSC).
 - (b) Register on the e-Procurement portal www.tenderwizard.com/AIIMSBBSR.
 - (c) Create Users on the above portal.
 - (d) View Notice Inviting Tender (NIT) on the above portal.
 - (e) Download Official Copy of Tender Documents from the above portal.
 - (f) Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, Bhubaneswar.
 - (g) Bid-Submission on the above portal.
 - (h) Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part.
 - (j) Post-TOE Clarification on the above portal (Optional) – Respond to AIIMS, Bhubaneswar's Post-TOE queries.
 - (k) Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of 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 above portal.

3. **Digital Certificates.** For integrity of data and authenticity / non-repudiation of electronic records, and to be complaint 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 III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].
4. **Registration.** To use the Electronic Tender portal www.tenderwizard.com/AIIMSBBSR, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the

e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable. (Rs 2000+ GST as applicable)

Note. : After successful submission of Registration details and Annual Registration Fee, please contact to the Help desk of the portal to get your registration accepted/ activated.

- (a) The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”.
- (b) Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- (c) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- (d) The Financial part/BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

5. Bid submission. The entire bid-submission would be online on the Tender wizard portal i.e. <https://www.tenderwizard.com/AIIMS, Bhubaneswar>.

6. Broad outline of submissions are as follows: -

- (a) Submission of Bid Parts (Technical & Financial).
- (b) Submission of information pertaining to Bid Security/ EMD.
- (c) Submission of signed copy of Tender Documents/Addendums.

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule (Section VII) for both packages are to be uploaded. If required, additional documents in support of taxes, quoted duties etc may also be uploaded.

7. Tender Processing Fee. You pay processing fee (0.1% of ECV + GST as applicable (Min. 750/- & Max 7500/- + GST as applicable)) through online (Credit card/ Debit card/ Net Banking), when participating in the e-tender.

8. Public Online Tender Opening Event (TOE). The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidder(s) can attend the Public Online Tender Opening Event (TOE) from the comfort of their office(s). For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium 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)'. The portal a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled '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 the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note. In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service- provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMS, BBSR by the bidders in time, then AIIMS, Bhubaneswar will promptly reschedule the affected event(s).

9. Other Instructions. For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

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 the said portal.

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

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc).

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be impacted by the ASP, M/s. ITI, Bhubaneswar, if required, before participation in the online tendering.

For any further assistance, please contact **Mr Swadesh Bal (07008064095/ 07377708585)**, Helpdesk-011-49424365 ITI email ID for mailing communication: - twhelpdesk404@gmail.com/ twhelpdesk680@gmail.com/ twhelpdesk605@gmail.com.