



**ALL INDIA INSTITUTE OF MEDICAL SCIENCE, BHUBANESWAR, ORISHA**  
**Ministry of health & Family Welfare, Government of India**  
**Bhubaneswar (Odisha)-751019**

**N. I. Q. / TENDER PAPER**

**NIQ No. : AIIMS/BBSR/EE(AC&R)/UPS-AC/NIQ-03/55/2021**

**Name of work : “Providing Services of HVAC Consultancy for SITC of Air Conditioning system for UPS room at AIIMS, BBSR”**

**Estimated Cost : Rs. 1,04,926.00/-**

**Time Allowed : 15 days**

**Certified that this NIQ document contains Page No. 1 to 12.**

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

**Name of work** : **“Providing Services of HVAC Consultancy for SITC of Air Conditioning system for UPS room at AIIMS, BBSR”**

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| <b>I N D E X</b> |
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**ALL INDIA INSTITUTE OF MEDICAL SCIENCE, BHUBANESWAR, ORISHA**  
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**Bhubaneswar (Odisha)-751019**

**File No: AIIMS/BBSR/EE(AC&R)/55/2020**

**NIQ No: AIIMS/BBSR/EE(AC&R)/UPS-AC/NIQ-03/55/2021**

**Date: 08/02/2021**

**NOTICE INVITING QUOTATION (NIQ)**

**Name of the work: - “Providing Services of HVAC Consultancy for SITC of Air Conditioning system for UPS room at AIIMS, BBSR”.**

Sealed quotations are invited from the interested electrical/AC&R contractors having valid company registration documents, who had never been black listed /debarred by any of the Govt. Department /Govt. Organization /Central PSUs /state PSUs and who will submit an undertaking at “Annexure-A” Attached at page no 08.

|    |                                                          |                                                                                                                                                                                                                                                                                      |
|----|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01 | Name of work                                             | <b>“Providing Services of HVAC Consultancy for SITC of Air Conditioning system for UPS room at AIIMS, BBSR”.</b>                                                                                                                                                                     |
| 02 | NIQ No                                                   | <b>AIIMS/BBSR/EE(AC&amp;R)/UPS-AC/NIQ-03/55/2021</b>                                                                                                                                                                                                                                 |
| 03 | Estimated Value of work                                  | <b>Rs 1,04,926.00/- (Rupees.)</b>                                                                                                                                                                                                                                                    |
| 04 | Security Deposit                                         | <b>5 % of the Tendered (NIQ) Value.</b>                                                                                                                                                                                                                                              |
| 05 | Tender (NIQ) documents will be Issued From               | Download from Institute Website: -<br>(i.e. <a href="http://www.aiimsubhubaneswar.nic.in">www.aiimsubhubaneswar.nic.in</a> , <a href="http://www.tenderwizard.com/AIIMSBBSR">www.tenderwizard.com/AIIMSBBSR</a> ,<br><a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> ). |
| 06 | NIQ Issue Date                                           | <b>08/02/2021</b>                                                                                                                                                                                                                                                                    |
| 07 | Last Date for submission of tender document (Both Parts) | <b>17/02/2021 up to 03.00 p.m.</b>                                                                                                                                                                                                                                                   |
| 08 | Date and time of opening of tender (Both Parts)          | <b>17/02/2021 at 3.30 p.m.</b>                                                                                                                                                                                                                                                       |
| 09 | Time allowed (Month)                                     | <b>15 days</b>                                                                                                                                                                                                                                                                       |

**1. Document to be submitted with NIQ as eligible criteria:**

1. The copy of self-attested PAN CARD, GST Registration Document.
2. The contractor must sign all pages of NIQ with full signature with seal.
3. The undertaking form must be filled up and signed with seal.
4. The quotation papers can be downloaded from the website [www.aiimsubhubaneswar.nic.in](http://www.aiimsubhubaneswar.nic.in).
5. The quotations must be submitted in two bid system (Technical & Financial).

(i) The quotation duly filled up with schedule of quantities along with all necessary documents ,in two

**Executive Engineer (AC&R) I/C**

**Signature of the bidder with seal**

sealed envelope (One with the Technical part and another one with financial part) superscripting the name of work on both sealed envelope shall be submitted to the office of the Executive Engineer(AC&R)(I/C), 3<sup>rd</sup> floor, Academic building, AIIMS, Bhubaneswar, At-Sijua, Patrapada, Pin-751019 up to **3:00 PM on 17/02/2021** and the same will be opened at **3:30 PM** on the same day at office of the Executive Engineer(AC&R)(I/C), 3<sup>rd</sup> floor, Academic Building, AIIMS Bhubaneswar in presence of questioners/Contractors who may wish to be present at the time of opening.

**2. Bidders who fulfill the following requirements shall be eligible to apply:**

(i) The consulting firms/Institutions should have satisfactorily completed & shouldn't have been debarred/ imposed penalty due to slow progress for execution of Similar Works with Central Government/State Government Department/Central Autonomous Body/ State Autonomous Body/Central Public Sector Undertaking/State Public Sector Undertaking/City Development Authority/Municipal/Corporation of City formed under any Act by Central/State Government and published in Central/State Gazette during last seven years ending previous day of last date submission of quotation.

**3. Similar work shall mean:** "Providing consultancy services for complete designing, development of drawing, preparing of bills of quantities(BOQ) & technical specification of at least **100HP VRF/DX or Duct able AC system**"

### **BRIEF DETAILS & SCOPE OF WORK:**

The Scope includes providing services of HVAC Consultancy with the following details -

- i) Complete scrutiny and validation of heat load calculation, design confirming to hospital standard as per **ISHARE, NABH** etc.
- ii) Reconciling the design data for HVAC system with selection and validating the datasheet of equipment's and machineries used at site.
- iii) Preparation/submission of BOQ.
- iv) Finalizing the good for construction (GFC) drawing of HVAC system in Auto CAD format as per actual site condition during execution of the project in coordination with other services of the building as well as technical specification of the said area.
- v) Submission of Tender document as per the CPWD manual.

### **TERMS & CONDITIONS FOR BIDDER**

- 1) The intending bidder must have valid **class-III digital signature** to submit the bid.
- 2) The work shall be carried out as per CPWD specification.
- 3) The quotational shall quote his charges for the work i/c cost of all prints and shall be inclusive of all taxes as applicable.
- 4) The department shall not supply any materials for the work. All T&P for the work will be arranged by the contractor.
- 5) Payment shall be made as Scheduled.
- 6) Payment will be made after statutory deduction as per prevailing rules.
- 7) The time allowed for completion of job shall be **15 (Fifteen) Days** from the date of award of work order.
- 8) The Engineer-in-charges reserves the right to accept in full or in part or reject any bid and to annul the process and reject all bids at any time without assigning any reason or incurring any liability to the bidders. This notice may also be seen at website [www.aiimsbhubaneswar.nic.in](http://www.aiimsbhubaneswar.nic.in).

## 9. List of documents to be scanned and uploaded within the period of bid Submission:

- (i) References, information and work complication certificates of **Similar nature** from the respective clients should be signed by an officer not below the rank of Executive Engineer or Equivalent and are required to be uploaded.
- (ii) Certificate of registration for GST & acknowledgement of Up-to-date GST filed returned.
- (iii) Copy of PAN.
- (iv) Affidavit (Form –T1) on non- judicial stamp paper of **Rs.100.00** that the applicant is not debarred or blacklisted by any autonomous body/Central and/or State Govt. in India.
- (v) Submission of last three years IT returns.

## 10. The Bid submitted shall become invalid if:

- i) The bidder is found ineligible.
- ii) The bidder does not submit all the documents as per Sl. No.9.

## 11. Technical/ Commercial Condition/ Specifications

### A: Complete scrutiny and validation of

- i) Detailed heat load calculation to be submitted by the agency. The consultant has to clearly show the assumptions/ values taken for various parameters like solar heat gain, air changes etc.
- ii) Detailed design of duct cross section calculation based on CFM and heat load floor wise to be given.
- iii) The drawings submitted by the agency to check proper duct layout piping layout, placement of equipment's like outdoor unit, cassette unit etc. confirming hospital standard as per ISHARE, NABH etc. as per the schedule of quantity of agreement.
- iv) The design should be in line with **ISHRAE/ ASHRAE/ NABH** it as applicable. The consultant must mention the standards wherever taken for design of heat load, air distribution etc.
- v) Detail analysis for mechanical ventilation system where ever applicable.

## 12. General Condition

- i) All the final drawings should be submitted in Auto CAD format to two sets AIIMS, BBSR for each system/ component as applicable.
- ii) The consultant will be responsible for achieving the design parameters after the complete execution of work for the central air conditioning system. The consultant is responsible for validation of design parameters of each system hence his involvement is from design to validation of design parameter after the completion of work.

## 13. Payment Terms: -

|   |                                                                                                                                                                                                                                                                                                                                                                        |      |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| a | Scrutiny of detailed drawings submitted by executing agency with all specifications of equipment's and machineries along with detailed heat load calculations considering all factors as per <b>ISHRAE, NABH</b> and <b>NBC</b> standards as per applicable.<br>Approval of design and heat load and finalization of equipment's and machineries as per site condition | 70 % |
| b | Final procurement and installation of equipment's, machineries, pipe ducts etc. After completed form Testing, commissioning and validation.                                                                                                                                                                                                                            | 30 % |

## 14. Vendor shall submit following documents at the time of submission of invoice/bill:

- (a) Work Completion Certificate
- (b) GST return up to date Voucher.
- (c) Bank Account Details
- (d) Submission of all documents as per the NIQ.

## 15. The consultant should stamp and sign all the documents finalized after discussion and approval from Department

### **FINANCIAL BID**

**Name of work: Providing Services of HVAC Consultancy for SITC of Air Conditioning system for UPS room at AIIMS, BBSR”.**

**Name of Architect Firm/Consultant:**

| Sl. No.          | Description of Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Quantity | Rate | Unit | Amount |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------|--------|
| 1                | Consultancy for Scrutiny and validation of Detailed design, drawing, development of drawing of Central Air- Conditioning & heat load calculation mechanical ventilation confirming hospital standard as per ISHARE, NABH et, Reconciling the design, drawing, heat load and TR calculation and submitted BOQ & Tender document of installation of Central Air conditioning system for HVAC system with selection and validating the datasheet of equipment's and machineries used at UPS room in the campus of AIIMS, Bhubaneswar. | 1 Job    |      | Job  |        |
| <b>Total Rs.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |      |      |        |

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

(Form –T1)

**AFFIDAVIT**

(TO BE SWORN ON A NON-JUDICIAL STAMP PAPER OF Rs.100.00)

\*I/we.....\*\*..... \*Director/Proprietor/Partner of  
.....

(mention name of firm/company and its complete address) do hereby solemnly affirm and declare asunder: -

1. That \*I/we ..... \*am/are registered as (mention name of \*firm/ company) vide Registration No.....under the provisions of..(mention the name of the Act) since.....(date of registration).
2. That\*I/ we have applied in response to the Invitation for Request for Proposal for Consultancy Services for **“Providing Services of HVAC Consultancy for SITC of Air Conditioning system for UPS room at AIIMS, BBSR”**. That information, data details certificates submitted by me/us in our proposal are authentic and correct to best of my/our knowledge.
3. That.....(mention name of firm/company) is eligible to submit the aforesaid proposal as the applicant is not barred or blacklisted by the Central Government and/or any State Government / or any autonomous body/ or any other private body of India on the date of submitting this affidavit.
4. That..... (mention name of firm/company) or any of its constituents during the last **seven** years has neither failed to perform on any agreement nor was expelled from any project or agreement nor any agreement terminated for any breach by the applicants or any of its constituents.
5. That an annexure attached to this affidavit gives list of all contracts of.....(mention name of firm/company) or any of its constituents that are in arbitration with the Central Government and/or any State Government / or any autonomous body/ or any other private body of India.

DEPONENT

## VERIFICATION

\*I/we..... the above-named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 5 are true and correct to the best of \*my/our knowledge and belief and nothing is concealed there from.

Verified at.....(place) this..... Day of..... 2021.

(\*Strike off whichever is not applicable)

DEPONENT

Witness:

**Note: Deponent will be the authorized signatory of the Applicant**

## **Format for Agreement**

This Agreement is made at.....on this.....day of.....2021.

### **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/Contractor"** 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 (NIQ No **AIIMS/BBSR/EE(AC&R)/UPS-AC/NIQ-03/55/2021** (here in after refer red to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for: **"Providing Services of HVAC Consultancy for SITC of Air Conditioning system for UPS room at AIIMS, BBSR"** here in after 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 endeavor 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.

**Executive Engineer (AC&R) I/C**

**Signature of the bidder with seal**

## **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)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on 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 willful 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 vigor for a limited period as decided by the Principal/Owner.**
2. **Forfeiture of 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 Performance Guarantee and Security Deposit of the Bidder/Contractor.
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 declares 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 makes 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/Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor 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 Pact 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 been made.

3. If the Contractor is 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 intentions.

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 :