



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

NOTICE INVITING e-TENDER

N.I.T. No.	AIIMS/BBSR/ENGG/ELECT/36/2024
Name Of Work:	“Supply, Installation , Testing and Commissioning of EPABX system for Guest House at Housing complex , AIIMS Bhubaneswar”.
Estimated Cost:	Rs. 1,74,897.00 /-
Earnest Money:	Rs. 3,498.00/-
Performance Guarantee:	@ 5% of Contract Value
Security Deposit:	@ 2.5% of Contract Value
Completion Period	60 Days
Type of work:	SITC
Tender issue date:	17/02/2024
Last Date & Time of Submission of Tender:	By 11/03/2024 at 14.00 Hours
Hard Copy Submission Last Date & Time	By 11/03/2024 at 16.00 Hours

“Certified that, this tender document contains **50** pages only”.

**Executive Engineer (Elect.)
AIIMS, Bhubaneswar**

Government of India, Ministry of Health & Family Welfare, AIIMS, Bhubaneswar

Name of Work	:	“Supply, Installation , Testing and Commissioning of EPABX system for Guest House at Housing complex , AIIMS Bhubaneswar”.
NIT No.	:	AIIMS/BBSR/ENGG/ELECT/36/2024

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ALL INDIA INSTITUTE OF MEDICAL SCIENCE, BHUBANESWAR NOTICE INVITING e-TENDER

(a)	Name of Work	"Supply, Installation , Testing and Commissioning of EPABX system for Guest House at Housing complex , AIIMS Bhubaneswar".
(b)	Tender No.	AIIMS/BBSR/ENGG/ELECT/36/2024
(c)	Completion Period	60 Days
(d)	Estimated Cost	Rs. 1,74,897.00 (Rupees One Lakh Seventy-four Thousand Eight hundred ninety-seven only) including GST.
(e)	Earnest Money Deposit (EMD)	Rs. 3,498.00/- (Rupees Three thousand four hundred ninety-eight only)
(f)	Performance Security (Bank Guarantee)	5% of Tendered Cost.
(g)	Security Deposit	2.5% of the Tendered Value.
(h)	Tender documents will be Issued From	As per the e-Tendering Portal of AIIMS Bhubaneswar http://www.aiimsbhubanewar.nic.in and CPP Portal www.eprocure.gov.in for downloading/ participating
(i)	Last Date & Time of Submission	11/03/2024 by 14.00 Hours
(j)	Date, Time for the Opening of Technical Bid	12/03/2024 by 15.00 Hours

1. 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 the website shall form part of the 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 to be complied with and other necessary documents can be seen and downloaded from the website www.aiimsbhubaneswar.edu.in or <https://eprocure.gov.in/eprocure/app>

Executive Engineer (Elect.)
AIIMS, Bhubaneswar

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT
AND TO BE POSTED ON WEBSITE**

(APPLICATION FOR INVITING BIDS ON TWO BID SYSTEMS)

The Executive Engineer (Elect.), AIIMS, Bhubaneswar, (Phone - 0674 2476500, Email - eeel@aiimsbhubaneswar.edu.in) invites on behalf of Executive Director, AIIMS, Bhubaneswar, Percentage Rate Tender from reputed Agency in Two (02) Bid system (Technical cum Eligibility & Financial respectively) from eligible Agency of CPWD, MES, AIIMS, central Govt., State Govt., Central PSU, State PSU. having successfully completed works of similar nature as per eligibility criteria for the following work: -

Ser. No.	Description	Details
(a)	NIT No.	AIIMS/BBSR/ENGG/ELECT/36/2024
(b)	Name of Work:	"Supply, Installation , Testing and Commissioning of EPABX system for Guest House at Housing complex , AIIMS Bhubaneswar".
(c)	Estimated Cost	Rs. 1,74,897.00 (Rupees One Lakh Seventy-four Thousand Eight hundred ninety-seven only) including GST.
(d)	Earnest Money	Rs. 3,498.00/- (Rupees Three thousand four hundred ninety-eight only)
(e)	Period of Completion	60 Days
(f)	Last date and time of online submission of tender	11/03/2024 by 14.00 Hours
(g)	Time and date of on line opening of Tender (Technical Bid)	12/03/2024 by 15.00 Hours
(h)	Time and date of opening of Online Financial Bids	Will be informed to the Technically qualified Bidders.
(i)	Hard copies of original EMD, Registration Certificates, Undertaking, Affidavit and other uploaded document to besubmitted to mini Director Board room 1st floor Administrative Block AIIMS Bhubaneswar office by the Bidders for reference. However, the Eligibility will be considered as per uploaded documents. For any query kindly contact: eeel@aiimsbhubaneswar.edu.in Phone: 0674 – 2476500	To be submitted. on 11/03/2024 i.e.by 16.00Hours. In case the last day happens to be closed holiday, 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	Online. (CPP Portal)

1. **Eligibility Criteria:** Contractor /Agency who fulfilled the following requirement shall be eligible to apply. Joint venture in not accepted.

- a) The bidder should have satisfactorily completed the works as mentioned below during the last seven years ending the previous day of the last date of submission of the bid.
 - i. one (01) similar work each costing not less than **Rs. 1,39,918/-**
OR
 - ii. Two (02) similar works each costing not less than **Rs. 1,04,938/-**
OR
 - iii. Three (03) similar works each costing not less than **Rs. 69,959/-**

Similar work means: "Supply, installation, testing and commissioning of EPABX system".

- 2. The Bidder should have registration up to date with **Employee Provident Fund (EPF) Commissioner** and **Employee State Insurance (ESI) Corporation**.
- 3. The bidder should have a positive net worth and should not have incurred loss in the last 03 (Three) Years ending i.e. by 31st March 2023, duly certified by Chartered Accountant.
- 4. Agreements shall be drawn with the successful bidders for item/items in the prescribed format. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
- 5. The bid document consists of a survey report, layout diagram, 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.
- 6. **Submission/Upload of OEM/OEM Authorized Agency / (Appendix- A.) is mandatory, if the bidder will fail to upload the manufacturing authorization certificate the bid shall be summarily rejected.**
- 7. Conditional Bids shall not be considered and will be out-rightly rejected at the very first instance.
- 8. Average annual financial, the turnover during the last three years, ending 31st march 2023 should be more than 50% of the estimated cost (Not less than **Rs.@ 87,449/-**)
- 9. The intending bidder must read the terms and conditions of the Tender document carefully. He should submit his bid if he considers himself eligible and he is in possession of all the certificates/documents required.
- 10. Information and Instructions for bidders for e-tendering posted on the website shall form part of the bid document.
- 11. 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 <https://eprocure.gov.in> or www.aiimsbhubaneswar.edu.in free of cost.
- 12. 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. Bidders can upload documents in the form of JPG format, PDF format, and any other format as permissible by the e-tendering portal.

13. Bidders must ensure to quote percentage above or below or as per against BOQ price. The column meant for quoting rate in figures appears in sky blue colour. 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, the rate of such item shall be treated as "0" (ZERO). After submission of the bid online, the Agency can re-submit the revised bid any number of times but before the last time and date of submission of the bid as notified.
14. After the submission of the bid online, it can be revised any number of times before the specified time on the last date of submission of the bid. While submitting the revised bid, the bidder can revise the rate of one or more item(s) any number of times (he need not re-enter the rate of all the items) but before the last time and date of submission of the bid as notified.
15. Financial bids shall be opened online only for eligible bidders those are qualified in Technical evaluation.
16. If the Agency is found ineligible after the opening of bids, his bid shall become invalid.
17. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified agencies to any number deemed suitable by it if too many bids are received satisfying the laid down criterion.

**Executive Engineer (Elect.)
AIIMS, Bhubaneswar**

GENERAL RULES & DIRECTIONS OF CONTRACT

The Executive Engineer (Elect.), AIIMS, Bhubaneswar, (Phone – 0674-2476500 , Email - eeel@aiimsbhubaneswar.edu.in) invites on behalf of the Executive Director, AIIMS, Bhubaneswar, a reputed Agency in Two (02) Bid system(Technical cum Eligibility & Financial respectively) from eligible agency of CPWD, MES, AIIMS, central Govt., State Govt., Central PSU, State PSU having successfully completed works of similar nature as per eligibility criteria for the following work: -

Name of Work: *Tender for “Supply, installation, testing and commissioning of EPABX system at AIIMS Bhubaneswar”.*

1. ***Preparation & Submission of Tender through Online. The Tender should be submitted in 02 (Two) parts i.e. Technical Bid and Financial Bid Respectively. The Bid shall be submitted by the Bidder through online for “Supply, installation, testing, and commissioning of EPABX system at AIIMS Bhubaneswar”.***
2. ***The Bidders shall have to submit original documents for Original Earnest Money Deposit and self-certified copies of all the scanned and uploaded documents before the date and time of opening of tender at mini Director Board room 1st floor Administrative Block AIIMS Bhubaneswar failing which the bid will be summarily rejected.***
3. **List of Documents to be scanned and uploaded within the period of bid submission.**
 - (a) Earnest Money Deposit in Favour of “All India Institute of Medical Sciences, Bhubaneswar”.
 - (b) FROM ‘A to E’ duly filled in and signed with the stamp.
 - (c) Completion Certificate of Similar Work along with work order and detail BOQ copy from the govt organization not below the Rank of Executive Engineer or equivalent.
 - (d) Certificate of Registration for GST and acknowledgment of up-to-date filed return if required.
 - (e) Copy of PAN card
 - (f) Copies of IT return last 3 Years.
 - (g) Copies of ESI Registration (Enclose latest challan copy).
 - (h) Copies of EPF Registration (Enclose latest challan copy).
 - (i) The Bidder 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(Elect).
 - (j) Declarations to be given by the Tenders.
 - (k) Profit/Loss: The bidder should not have incurred any loss (Profit after Tax should be positive) in more than two years during available the last five consecutive balance sheets, duly audited and certified by Chartered Accountant.
 - (l) Each page of the e-tender documents should be duly signed with a seal otherwise, the bid shall become invalid.
 - (m) OEM/OEM Authorized agency MAF Certificate as per (Appendix- A)
 - (n) Affidavit as per *Annexure – I*
 - (o) Technical Specification Compliance Sheet shall be complied by the concerned OEM letter head
4. **The bid submitted become invalid, if any discrepancy/shortfall is noticed between the eligibility documents (as per Sl. No 03 para ‘a’ to ‘o’) as uploaded at the time of submission of the bid.**
5. The intending bidder must read the terms and conditions of CPWD -8 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
6. **(a) Earnest Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit in the form of a Fixed Deposit Receipt or Demand Draft from any Nationalized/Schedule Bank duly pledged in the name of the “All India Institute of Medical Sciences, Bhubaneswar”. Documents received without submitting EMD will be rejected.

7. Performance Guarantee/ security deposit:

- (a) The successful Agency will be required to furnish a Performance guarantee of 05% (Five Percent) of Contract Value in the form of a Fixed Deposit Receipt or Bank Guarantee from any Nationalized/Schedule Bank duly pledged 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 as per GCC.
 - (b) **The security deposit:** can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of the contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of the Agency's performance obligations (including the Warranty/Guarantee period) under the contract. In case the Agency fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the Agency shall be forfeited automatically without any notice to the Agency. The earnest money deposited along with the tender shall be returned after receiving the aforesaid performance guarantee.
8. Intending Bidders 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 bidders shall be responsible for arranging and maintaining at 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 implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of the conditions.
 9. The Tender paper/documents can be seen/downloaded from the Official website & submitted through online and in hardcopy offline. For any query, Executive Engineer, Electrical, Phone: 0674 – 2476500 AIIMS, Bhubaneswar, may be contacted.
 10. The Executive 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 conditions is not fulfilled or any condition including that of the 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 agency who resort to canvassing will be liable to rejection.
 12. The Executive Director, AIIMS, Bhubaneswar reserves to himself 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 Agency shall not be permitted to bid for works in the AIIMS, Bhubaneswar responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the AIIMS, Bhubaneswar. Any breach of this condition by the Agency would render him liable to be removed from the approved list of Agency 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 Agency 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 canceled if either the Agency or any of his employees is found at 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 Agency's service.

15. **The bid for the works shall remain open for acceptance for a period of 60 days from the date of the opening of bids.**
16. This notice inviting bid shall form a part of the contract document. The successful bidder/ Agency, 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) The quoted Rates shall be inclusive of GST.
 - (b) **Security Deposit equal to 2.5%** of the Contract Value will be deducted from the RA Bills of the Agency.
 - (c) The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.
 - (d) 1% labour cess will be deducted from bills
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, the 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/regulations of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by the supplier of Goods /services (Service provider) with the requisite details.
 - (e) The Agency(s) must be submitted GST Challan copy in original duly signed with a stamp of the firm, against this work before releasing Security Deposit (SD) money.

19. FRAUD AND CORRUPTION:

- 19.1 The Engineer-in-Charge will reject a proposal for an award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid /next higher authority.
- 19.2 Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited & the tenders submitted by the agency who resorts to canvassing will be liable for rejection.
- 19.3 The Agency shall be debarred for any period of time as decided by the AIIMS, Bhubaneswar Authority & forfeit the entire amount of EMD for the following reason-
- (i) If the Agency submits false experience/completion certificates, **as mentioned in Sl. No. - 1 Page No. - 5 (refer under Eligibility Criteria)**. The department reserves the right to verify the particulars furnished by the applicant independently.
 - (ii) If the Agency fails to commence the work on or before the scheduled date stated in the work order.
 - (iii) Violates any important condition of the contract.
- 20. Obtaining the OEM Manufacturers' Authorization Form (Appendix- A) is sole responsible of the bidder.**
- 21. Information & Instruction for Agency will form Part of NIT.**

Executive Engineer (Elect.)
AIIMS Bhubaneswar

Annexure – I**DECLARATIONS TO BE GIVEN BY THE TENDERERS****It is to certify that: -**

- (a) I /We have gone through CPWD W-8 amended up to correction Slip No.6 as available on the website www.eprocure.gov.in / 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**

- (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 given by me is 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**

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 Agency on back to back basis. Further, it is stated that, if such a violation comes to the notice of the Department, then I/We shall be debarred for bidding in AIIMS in the future forever. Also, if such a violation comes to the notice of AIIMS, Bhubaneswar before the date of start of work, the Superintending Engineer shall be free to forfeit the entire amount of Performance Guarantee”.

Date: _____**Signature of the Tenderer**

Annexure – II**INFORMATION REGARDING ELIGIBILITY
LETTER OF TRANSMITTAL**

From :

To

**The Executive Engineer Electrical
AIIMS Bhubaneswar**

Subject: Submission of Bids for the Work of

Sir;

Having examined the details given in the bid documents for the above work, I/We hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms A to E and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We submit the following certificates in support of our suitability, technical knowledge, and capability for having successfully completed the following eligible similar works :

Name of the Work	Certificate from

Certificate: It is certified that the information given in the enclosed eligibility bid are correct .It is also certified that I/We shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

Enclosures: Seal of Bidder

Date of Submission:

Signature(s) of Bidder(s).

FINANCIAL INFORMATION (FORM 'A')**I. Financial Analysis –**

Details to be furnished duly supported by figures in the balance sheet/profit & loss account for the last three financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial Years	2020-21	2021-22	2022-23
Gross Annual Turn over			

- Gross Annual Turn Over on construction works.
- Profit/Loss.

II. Financial arrangements for carrying out the proposed work.**Signature of Bidder (s)**

FORM 'B'**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING THE PREVIOUS DAY OF THE LAST DAY OF SUBMISSION OF TENDERS**

Ser. No.	Name of the Work/Project and Location	Owner or sponsoring organization	Cost of work in corers of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details*	Name and address/telephone No of officer to whom reference may be made	Whether work was done on back to back basis Yes/No
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(j)	(k)
1.									
2.									
3.									
4.									
5.									
6.									
7.									

***Indicate the gross amount claimed and the amount awarded by the Arbitrator.**

Signature of Bidder(s)

FORM 'C'**STRUCTURE & ORGANISATION**

1. Name & Address of the Bidder :
2. Telephone No/Telex No/Fax No :
3. The legal status of the bidder (scan & upload copies of the original document defining the legal status)
 - (a) An individual
 - (b) A proprietary firm.
 - (c) A firm in partnership.
 - (d) A limited Company or Corporation.
4. Particulars of registration with various Government Bodies (Scan & upload attested photo copy)

Organization/Place of Registration**Registration No**

1.

2.

3.

- Names and titles of Directors and Officers with designation to be concerned with this work.
- Designation of individuals authorized to act for the organization.
- Has the bidder, or any constituent partner in case of partnership firm, limited company/ Joint Venture, ever been convicted by the Court of Law? If so, give details.
- In which field of Civil Engineering construction, the bidder has specialization and interest?
- Any other information considered necessary but not included above.

Signatures of Bidder(s)

FORM 'D'**TENDER ACCEPTANCE FORM**

Name of the tender:

Tender No:

The due date for tender:

Opening time & date of tender:

Affix duly
attested P.P.
Size photograph
of the bidder

	Item	
	Details of Bidder	
	i. Name of Bidding Entity	
	ii. Registration number of the Bidding Entity	
	iii. Regd. Address	
	iv. PAN No.	
	Details of Authorized Signatory of the Bidder for the tender	
	i. Name	
	ii. Designation	
	iii. Address	
	iv. Office Telephone No	
	v. Mobile No.	
	vi. Fax No.	
	Details of the Authorized Person of the Bidder to deal with	
	i. Name	
	ii. Designation	
	iii. Communication Address	
	iv. Telephone No	
	v. Fax No.	
	vi. Email address	

	i. Please specify whether the bidder is a sole Proprietor/partnership Firm/Company/Society/Consortium ii. Name, address/ Telephone No	
--	--	--

:

	Amount	
	iii. RTGS/NEFT Details	
	Date of Transfer	
	iv. Name of the issuing authority	
	Confirm your organization employs more than 20 employees	
	a) PF Registration No. b) ESI Registration No. c) GST Registration No.	
	Any other information.	

9. Declaration by the contractor: -

This is to certify that I / We before signing this tender have read and fully understood all the terms and conditions and instructions contained herein and undertake myself/ourselves to abide by the said terms and conditions.

(Signature of Tenderer)

Name:

Designation:

Address:

Dated:

Phone No.(O):

FORM 'E'

POWER OF ATTORNEY**(On a Stamp Paper of relevant value)**

I/ We..... (Name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt.....(Name and address) who is presently employed with us and holding the position of as our attorney, to act and sign on my/our behalf to participate in the tender no for (Equipment name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... Undertaken by him/her during the tender process and thereafter on the award of the contract. His / her signature is attested below

Dated this the ___ day of 20_ For _____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Appendix- A**Manufacturer's Authorization Form**

To;

The Executive Director
All India Institute of Medical Sciences
AIIMS, Bhubaneswar

Tender No :

Dated :

**E-Tender for the work of : "Supply, installation, testing and commissioning of EPABX system
at AIIMS Bhubaneswar".**

Equipment Name:

BOQ No :

Dear Sir/Madam;

1. We____(Name of the OEM/OEM authorized agency) are the original manufacturer of the above equipment having a registered office at _____ (full address with telephone No/Fax _____do hereby declare to give maintenance _____ support _____ to _____through M/S _____, who is participating in Tender having No_____ of AIIMS, Bhubaneswar.
2. We also hereby undertake to provide full guarantee/ full performance warrantee /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed or the bidder fails to provide satisfactory after-sales and service during such period of Comprehensive Warranty/ Comprehensive Annual Maintenance Contract and to supply all the spares/accessories/consumables/material/software upgrades/ labour etc. during the said period through the appoint bidder by AIIMS, Bhubaneswar.
3. We also hereby declare that we have the capacity to manufacture and supply the quantity of the equipment tendered within the stipulated time, and provide service to install, and commission through the bidder
4. We Also Compiled the Technical data sheet attached with the authorized signature and company seal.
Name : _____ Yours
For and on behalf of M/S _____
Faithfully, _____ (Name)
(Name of the Manufacturers)
Place : _____
Date : _____

Note : This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Annexure – III

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

BIDDERS UNDERTAKING

E-Tender for the work of: Tender for **“Supply, installation, testing and commissioning of EPABX system at AIIMS Bhubaneswar”**.

To be submitted online by:

TENDER

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E 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.

I/We hereby tender for the execution of the work specified for the AIIMS Bhubaneswar within the time specified in Performa of Schedules , viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **sixty (60) days** from the due date of opening of the financial bid and not to make any modification in its terms and conditions.

A sum of **Rs.....** is hereby forwarded in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank as earnest money. A copy of the earnest money in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank is submitted with tender. If I/We, fail to furnish the prescribed performance guarantee within the prescribed tender, I/we agree that the said President of India 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 the President of India or his 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 guaranteed 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 Clause 12.2 and 12.3 of the General Conditions of Contracts (CPWD). Further, I/we agree that in case of forfeiture of earnest money or performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering 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, if such a violation comes to the notice of the Department, then I/We shall be debarred for tendering in AIIMS Bhubaneswar in the future forever. Also, if such a violation comes to the notice of the Department before the date of start of work, The Engineer – in – Charge shall be free to forfeit the entire amount of Earnest Money Deposited / 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 therefrom 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
Postal Address

Witness:

e-Mail id

Address:

Occupation:

(To be filled in by the contractor/witness as applicable)

ACCEPTANCE

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of the AIIMS Bhubaneswar for a sum of ₹. _____ *

(Rupees _____ * _____)

The letters referred to below shall form part of this contract Agreement:-

a) _____ *

b) _____

c) _____

For & on behalf of the AIIMS Bhubaneswar.

Signature.....

Dated

Designation.....

Annexure – IV

GENERAL CONDITIONS FOR CONTRACT

Name of work: “Supply, installation, testing, and commissioning of EPABX system at AIIMS Bhubaneswar”.

1. Prices quoted should be valid for the contract period from the date of opening of your offer. The prices quoted should be for the entire scope of work.

2. **Rates-** The prices quoted shall be inclusive of GST, PF & ESI amount paid to the statutory authorities by the Agency and shall be reimbursed on an actual basis throughout the contract period on submission of the documentary evidence in the next bill or after the final bill. GST shall be reimbursed on an actual basis on submission of the documentary evidence.

3. PF & ESIC Contribution: -

(i) The Agency shall have to register with PF & ESIC (where ever applicable) for workmen engaged for the work & challans/deposit receipts of PF ESI contribution shall be submitted in EIC office for verification/reimbursement, at the time of submission of the bill.

4. Terms of Payment: -

bill Payment:

The payments for the work shall be released **as per the actual measurement of the work executed at the site** . The Security Deposit @ 2.5% of the gross amount of the bill shall be deducted from the bill, which shall be released after the successful completion of the warranty period from the date of completion of work, without any interest thereupon. 1% of labour cess will be deducted from bills.

The following documents as applicable shall be produced and the self-attested photocopy shall be submitted by the Agency during each running bill:

- (i) Measurement Sheet
- (ii) Delivery Challan of all the material supplied.
- (iii) Test Certificate of Equipment.
- (iv) Warranty/Guarantee Certificate if applicable.
- (v) GST return up-to-date Voucher.
- (vi) Color Photos for Executed work on glossary paper.
- (vii) No claim certificate (Final bill).

5. Transport

- 5.1) The transport required within the complex for carrying items inside the AIIMS complex for supply of materials, repairing work, etc. shall be arranged by the Agency. The Agency may however seek the help of the department to take permission to take heavy items for repair outside the AIIMS, Bhubaneswar complex if considered necessary.
- 5.2) Agency's materials, transport, etc. shall normally be permitted to go out of the area between 9.00hrs.to 18.00hrs only. The agency may also be allowed to carry out the work beyond office hours(day and night) with special permission from the Executive Director AIIMS, Bhubaneswar. However, no movement of materials and transport out of the site of works shall be permitted during the night or during holidays unless special permission is obtained from the Executive Director, AIIMS, Bhubaneswar.

6. Antecedents :

The Agency shall employ only Indian Nationals as his representatives, servants, workmen and verify their antecedents and loyalty before employing them on the works. He shall ensure that no person of notorious antecedents and nationality is in any way associated with the works and if for reasons of technical collaboration or other consideration, the employment of any foreign national is unavoidable, the Agency shall furnish full particulars to this effect to the accepting officer at the time of submission of tender. The Executive Director, AIIMS, Bhubaneswar shall have full powers and without giving any reasons to the Agency immediately cease to employ in connection with this contract, any representative agency, servant and workman, or employee whose continuous employment in his opinion is undesirable. The Agency shall not be allowed any compensation on this account.

7. Penalty Clause:

In case of any failure of / delay in services, the penalty shall be invoked as per Clause-2 of GCC of CPWD works-2023. [With maximum rate @ 1% (one percent) maximum per month of delay to be computed on a per day basis based on the quantum of damage suffered due to stated delay on the part of Contractor. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work.]

8. Maintenance of records:

The Agency shall maintain all records such as log book, schedule of maintenance activity, complaint register, attendance register, stock register, material requisition book, gate pass, and other statutory registers for manpower employed, etc. Such records are to be maintained as per the formats supplied by the department. Records of major breakdowns that occurred during the period shall be maintained showing the cause of the defect and the location and type of repairs carried out. The cost of stationary required for maintenance of the above record are under the scope of the Agency.

13. The work shall be governed by AIIMS, Bhubaneswar general conditions, and security regulations of the contract.

14. The Executive Director, AIIMS, Bhubaneswar or any one or more officers authorized by him shall have the right to visit Agency/sub-agency premises to check the physical progress of work, inspection, testing etc. of the contract items or any part thereof at any time during all stages of work. The Agency shall extend all necessary facilities for carrying out such inspection and check of the progress of work.

15. Specifications and Standards

The work shall be in conformity with relevant Indian standard specifications, and National Electrical codes including provisions of these specifications. In the event of any conflict between the provisions/clause for a particular item in the above-mentioned rules and specifications, the most suited clause based on requirement shall be applicable.

16. It is the responsibility of the successful tenderer to hand over the entire system to the Executive Director, AIIMS, Bhubaneswar on completion of the work in working condition. Any damages/replacement etc. should be done at free of cost with the knowledge of the Executive Director, AIIMS, Bhubaneswar. The final taking over will be done after detailed joint inspection by the Executive Director, AIIMS, Bhubaneswar/ or his authorized representative and the Agency on completion of the work.

17. Risk Purchases:

The cost of repairs/rectification necessitated due to negligence of the Agency's employee shall be

recovered from the Agency as per the assessment made by the Executive Director, AIIMS, Bhubaneswar. If the Agency fails to repair/rectify the defects in installations within the time given to him, the same will be got repaired/rectified by another agency at the risk and cost of the Agency. The decision of the Executive Director, AIIMS, Bhubaneswar shall be final and binding on both the parties.

18. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, and 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: -

- The Payment of Wages Act 1936.
- The Employees Provident Fund & MP Act, 1952.
- The Contract Labour (Regulation) Act, 1970.
- The Payment of Bonus Act, 1965.
- The Payment of Gratuity Act, 1972.
- The Employees State Insurance Act, 1948.
- The Employment of Children Act, 1938.
- The Motor Vehicle Act, 1988.
- Minimum Wages Act, 1948.

19. Breach of Terms and Conditions.

Noncompliance with any terms and conditions enumerated in the contract shall be treated as a breach of contract. 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 stand forfeited.

20. Termination of Contract.

AIIMS, Bhubaneswar has the right to terminate the contract, in case the work performance is not up to the standard, or if there is any violation of the contract. The decision by the Engineering- In-charge is final and binding in this regard.

21. 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 both parties.

22. 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 same shall be referred to the sole Arbitrator appointed by the Executive 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.

23. GST and other Taxes as applicable shall be recovered/ paid from the Agency's bill as per Govt. of India/AIIMS Rules.

ADDITIONAL CONDITIONS FOR EPABX WORK

A. GENERAL CONDITIONS

- 1. Supply, installation, testing, and commissioning of EPABX system at AIIMS Bhubaneswar.**
2. For all items of Electrical, CPWD specifications with correction slip up to the date of receipt of the tender shall be followed. For the items which are not covered under CPWD specifications, the special conditions /B.I.S. specifications shall be applied. In this regard the decision of the Engineer-in-charge shall be final & binding.
3. Wherever any reference is made to any Indian Standard, it shall be taken as a reference to the latest edition with all amendments/revisions issued thereto up to the date of receipt of tenders.
4. Unless otherwise specified, the agreement rates for all items of work in the schedule of quantities are for all heights, depths, leads, and lifts involved in the execution of work.
5. Other agencies working at the site will also simultaneously execute the work entrusted to them and the Agency shall offer necessary cooperation wherever required to other agencies.
6. On account of security considerations, there could be some restrictions on the working hours and 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.
7. The work shall be carried out in a manner complying in all respects with the requirements of relevant by-laws of the local bodies, Labour Laws, minimum wages act, workmen compensation act, and other statutory laws enacted by the Central Govt. as well as State Govt.
8. No residential accommodation shall be provided to any of the staff engaged by the Agency. The Agency shall not be allowed to erect any temporary setup for staff on the campus.
9. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services, etc.
10. The Agency shall have registration with Employee's Provident Fund commission and Employee's State Insurance Corporation for the safe guarding interest of his workmen. He shall obtain all other necessary approvals from statutory bodies as per the law in vogue.
11. The Agency shall take immediate action to attend to any complaint assigned to him through the site order book/verbal instructions from Engineer-in-Charge or his representative over telephones from occupants. In all cases, he shall attend to the complaints in the specified duration as mentioned below.
12. All dismantled material will be removed from the site by Agency after duly verification and measurement of the same by JE/AE and EE.
13. The Agency shall make all safety arrangements 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 Agency. The department shall not be responsible for any mishap, injury, accident, or death of the Agency's staff. No claim in this regard shall be entertained/accepted by the department. Also, Agency is responsible for the damage caused to any man/material other than his team during execution, and AIIMS will not be responsible for that.

14. The agency shall be fully responsible for any damages caused to govt. property by his or his labour in carrying out the work and shall be rectified by the Agency at his own cost.
15. GST and other Taxes as applicable shall be recovered/paid from the Agency's bill as per Govt. of India/AIIMS Rules.
16. The agency shall restore back the premises and other articles provided by the department to the department at the time of closure of the contract.
17. No permanent/temporary huts /structures shall be constructed by the Agency at the site of work or at any government land/premises. Such structures, if any, found at the site or at AIIMS Bhubaneswar land shall be demolished and removed at the cost of the agency without any notice.
18. Any damage to the building structure, fittings, or any other articles, etc. done by the Agency on his workman during the execution of the work shall be made good by the Agency at his own cost.
19. The Agency shall clear the site property after the completion of the work.
20. Major/Minor complaints shall be decided by the EE/Engineer-in-charge. The decision of the Engineer-In-charge shall be final & binding.
21. Any facility not mentioned in this scope, but which is vital **"Supply, installation, testing and commissioning of EPABX system."** are assumed to be included in the scope of work.
22. The agency has to ensure safety and provide adequate supervision/precautions during the work.
23. During working at the site, any Rules/restrictions may be imposed by the Engineer-in-Charge/Security staff of the Corporation or Local Authorities regarding safety and security, etc., the Agency shall be bound to follow all such restrictions/instructions & nothing extra shall be payable on this account & no claim for delay on this account shall be entertained.
24. **The tender shall be based on the Conditions of Contract and tenderers are required to quote their %rates against BOQ items in a schedule of quantities, which is enclosed. All rates shall remain firm for the additional quantity in the contract period.**
25. If the Agency fails to proceed with the work within the stipulated time as specified from the date of issue of the letter of intent/letter to proceed with the work, the Department shall forfeit the earnest money deposited by him along with the tender.
26. All the works are to be carried out in accordance with the latest CPWD/BIS Specifications and as per the directions of the Engineer-in-charge.
27. **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.
28. **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 the site if & when asked for a reference.
29. **COST OF TESTS**

The cost of preparing samples and carrying out tests for the quality of material or workmanship will be borne by the Agency except for such exclusions as are specifically mentioned in the specifications laid down in the contract. The cost of all tests carried out by Laboratories directed by the Engineer-in-Charge will be borne by the Agency.

30. The work shall be carried out strictly as per the attached technical specifications, relevant IS specifications, Indian Electricity Rules & National Electrical Code.
31. The Agency has to get approved all the material from the Engineer-in-Charge before its actual use at the site of work.
32. The scope of work includes all minor building works required for execution work such as cutting of walls etc. and making good the same. Nothing extra will be paid to Agency for the same.
33. The watch and ward of material and installation shall rest on the part of the Agency during the execution of work and till handing over of the same after completion of work in accordance with the schedule of work.
34. The Agency will take care of the building etc. while handling/installing the equipment to avoid damage to the building. If any damages occur during the execution of work, it shall be made good by Agency without any extra cost.
35. Existing materials in good condition may be used after joint inspection by AIIMS representatives & vendors.
36. Dismantled/unused materials are to be deposited at Engineering Dept. by the Firm.
37. The vendor shall submit color photographs printed with glossy paper for showing different stages of work during the submission of the final bill.
38. All electrical works are to be done as per I.E rule 1956.
39. **Warranty/Guarantee: The warranty/Guarantee certificate shall be provided as per manufacture standard norms.**
40. All safety appliances like Safety shoes, Safety gloves, Safety helmets, Safety belts, Safety goggles, etc. shall be arranged before starting the job.
41. The tender shall be based on the 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.
42. Site engineer as per clause 36 (i) of Proforma of Schedules shall be deployed at site for supervising the day-to-day maintenance.

GENERAL CONDITIONS FOR SUPPLY OF MATERIALS:

1. The sample of all the items shall have to be got approved by the Agency by the Engineer-in-Charge/Executive Engineer or his Representative before the supply commences. The approval of the sample shall be only in respect of workmanship and finish and shall be without prejudice to the right of the Engineer-in-Charge to get random samples tested out of the actual lot received as per additional conditions. This decision is the prerogative of the Engineer-in-Charge.
2. The Agency shall furnish the manufacture's certificate (if instructed) that the material supplied satisfies the requirements of the relevant specifications.
3. The Engineer-in-Charge shall be at liberty to test the respective sample(s) of each item from the schedule of quantity in any approved laboratory as decided by him. The sample for testing shall be provided by the Agency. The testing charge in respect of satisfactory tests shall be borne by the

Agency. All other expenditures required to be incurred for making available the sample conveyance and packing etc. shall be borne by the Agency himself. In case any sample of a particular lot fails in testing the Agency shall be bound to replace the entire lot with fresh material of prescribed specifications and the rejected lot shall only be returned to the Agency after the fresh lot is supplied.

4. After completion of work, the defective and damaged materials (Spare/Equipment/Scraps) shall be handed over to the AIIMS Authority or to be removed by the Agency at his own cost.
5. In case of any dispute regarding the rejection of the quantity of materials, the decision of the Engineer-in-Charge shall be final and binding upon the Agency.
6. Specialized services as indicated in the contract must be done through an authorized dealer or service Centre or manufacturer only. The Agency will submit the GST invoice for the equipment's or spares purchased from the manufacturer or authorized dealer. Similarly, for services, the agency shall submit the service report from an authorized service Centre or dealer for processing the payment.

B. Special Condition:

The scope of the work is to provide Turnkey Solution that includes but is not limited to installation only. It should cover Supply, Installation, Testing, Commissioning, Training, providing a user manual, providing 12 months Warranty for the total solution including all hardware, software, materials, services, and support etc.

1. Supply and Installation of the EPABX System:

- I. Costs must include the cost of delivery at designated locations of AIIMS Bhubaneswar, transit handling and insurance, customs duties etc. as may be applicable. Taxes shall be included as in the financial bid and should include all applicable taxes as on the date of bidding. Taxes not quoted shall not be paid to the Bidder.
- II. Provide on-site warranty support as stated in the Technical Specifications Warranty Clause for all the supplied items.
- III. Bidder has to ensure seamless integration of quoted Hardware & software products with applications and also has to provide the material/services which are not mentioned in tech specification but required to complete the turnkey solutions without any additional cost invariably.
- IV. The installation must be done directly by OEM or directly by their authorized partner/reseller/system integrator, but the overall responsibility lies with OEM/bidder only.
- V. Bids shall be considered only in those cases where the bidder has quoted for the entire scope of the work.
- VI. **The bidder has to submit the OEM compliance letter showing line-by-line compliance with the tender specification.**
- VII. **Bidder has to submit the full compliance of the tender terms & conditions and scope of work.**
- VIII. Arranging tools, tackles, machinery, test instruments, consumables, skilled manpower, etc. complete in all respects for installation, testing, and commissioning of the system by the bidder.
- IX. On completion of the works and before the issue of the certificate of completion, the bidder shall provide inbuilt documents including manuals and operating instructions, software, software keys/passwords, and training to AIIMS personnel in all aspects of system design, theory of operation of equipment, functional

details, trouble shooting and familiarization with systems as per the scope of work, etc.

- X.** The Bidder shall be responsible for providing all materials, equipment, installation/maintenance tools, and services as specified. The work and materials shall be in compliance with all applicable, statutory regulations and safety requirements applicable.
- XI.** The interpretation of the AIIMS in respect of the scope, details, and services to be performed by the Bidder shall be binding upon the Bidder.
- XII.** All T&P, Scaffolding ladders/Hydra, Electrical instruments/meters for maintenance, consumable and Contingent Articles required for the execution of the work shall be arranged by the Agency.
- XIII.** All required registers will be certified by Engineer-in-Charge and Executive Engineer duly marked in chronological order but the Agency will have to arrange all such registers/stationery etc. Nothing extra shall be paid on this account.
- XIV.** Chases, holes & drilling works, etc. shall be done using power-operated tools in the cost of the Contract. No extra will be paid for the same.
- XV.** If the bidder fails to give service, then legal action will be initiated against the agency as per rule and work will be done by encashing their SD.

1. Schedule of Attendance of complaints: -

- a) In case of breakdown – within 4 hours call should be attained (Subject to complain logged between 9:00 am to 6:00 pm, Monday to Saturday baring national/holiday)
- b) The agency shall respond to all calls and provide 7 x 24 hours and 365 days emergency service failing then legal action will be initiated against the agency as per rule and work will be done by encashing their SD amount by the Engineer-in-charge in this contract.
- c) If the hardware failure is detected, then the same will be rectified within 72 hours failing then legal action will be initiated against the agency as per rule and work will be done by encashing their SD amount by the Engineer-in-charge in this contract.
- d) If the software failure is detected, then the same will be rectified within 24 hours failing then legal action will be initiated against the agency as per rule and work will be done by encashing their SD amount by the Engineer-in-charge in this contract.
- 2.** All repairs/replacement/servicing/fixing of the entire system shall be carried out only by the contractor / Bidder. AIIMS Bhubaneswar shall not permit or allow any other party other than the authorized contractor / successful tenderer to handle or deal with the equipment.
- 3.** Repair/replacement/servicing shall mean system testing, repair, and maintenance of the entire/total equipment for the proper functioning of the EPABX system.
- 4.** The Agency shall be solely responsible for the maintenance and upkeep of the equipment's in good condition.
- 5.** The preventive maintenance schedule shall be prepared and submitted in advance. The

necessary shutdown may be taken with the prior permission of the Engineer-in-Charge.

6. The Agency shall keep himself fully informed of all acts and laws of the Central and State Govt., all orders, decrees of statutory bodies, and tribunals having jurisdiction or authority, which in any manner any affect their engaged or employed staff and anything related to carry out the work. All the rules and regulations and bye-laws laid down by the local bodies and any other statutory bodies shall be adhered to, by the Agency, during the execution of work.
7. In case of any fault in the installation covered under this work requiring immediate rectification of the same to put the installation in running condition, the firm has to rectify the fault and if any material is required in doing so, shall also arrange the same within a reasonable time.
8. The agency shall keep minimum spare and consumable materials at his custody for maintenance and attended the breakdowns.
9. Round the clock i/c watch and ward of the equipment shall be the Agency's responsibility and any losses and damage to the equipment shall have to be made good / repaired/replaced as per the original standards /specification of the department, by the Agency at his own cost and nothing extra shall be paid by the department.
10. **ID Pass:** The Contract shall issue the ID cards of the selected manpower before the start of the work.
11. The employees for the Agency shall be of good character and of sound. The service provider shall ensure proper conduct of its personnel in office premises, and enforce the prohibition of consumption of alcoholic drinks / drugs, shewing of pan / Gutkha, smoking, using speakers for listening to music, and loitering without any work. The workers should not be below the age of 18 years.
12. Transportation of labour and material to AIIMS, Bhubaneswar premises shall have to be borne by the Agency.
13. In case of faults/repairs/damages, the Agency should immediately submit a detailed fault analysis report, citing details of the repair/rectification schedule with details of probable completion to the EE(E). which will be executed after due approval of EIC.
14. On completion of the replacement of spares before the commission of the system, the replacement shall be physically checked and properly tested. These checks and tests shall be conducted by the agency under the supervision of AIIMS, Bhubaneswar and the agency shall furnish the final test result. The maintenance and operation of work shall be done as per rules and specifications of CPWD and as per I.E. Rules & Acts, amended up to date.

**Executive Engineer (Elect.)
AIIMS Bhubaneswar**

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)	Submitting Earnest Money Deposit.		
(B)	FROM 'A to E' duly filled in and signed with stamp.		
(C)	Certificates of Work Experience to be issued by the officer of the rank not below Executive Engineer.		
(D)	Certificate of Registration for GST and acknowledgement, up to date filed return if required		
(E)	Attested Copies of PAN No.		
(F)	Copies of IT return last 3 Years.		
(G)	Copies of ESI Registration (enclose latest challan copy)		
(H)	Copies of EPF Registration. (enclose latest challan copy)		
(I)	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(Elect.)		
(J)	Declarations to be given by the Tenderer(s)		
(K)	Profit/Loss : The bidder should not have incurred any loss (Profit after Tax should be positive) in more than two years during available the last five consecutive balance sheet , duly audited and certified by Chartered Accountant.		
(L)	Each page of the e-tender documents should be duly signed with seal otherwise the bid shall become invalid.		
(M)	OEM/OEM Authorized dealer. (Appendix- A)		
(N)	Affidavit as per <i>Annexure – I</i>		
(O)	Technical Specification Compliance Sheet shall be complied by the concerned OEM letterhead		

Annexure – VI**AFFIDAVIT**

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

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 the Firm will supply the item(s) as per the specification given by Institution and also abide by all the Terms & Conditions stipulated in the 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 Agency on back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for bidding in the future forever. Also, if such a violation comes to the notice of the Department before the date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee".

Business Address: -

Place: _____

Name:

(Signature of Bidder with Firm's Seal)

Dated: _____

Annexure – VI

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

1. In consideration of the Executive 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 Agency(s)”) for the work (hereinafter called “the said agreement”) having agreed to the production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/ guarantee from the Agency(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) the 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 Agency(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 undertakes to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the Agency (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 Agency (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 Agency (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 Agency(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 Agency (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 Agency (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said Agency (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 Agency (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 be 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 _____

Annexure – VIII

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

This Agreement is made at.....on this.....day of.....2023.

BETWEEN

Executive Director, AIIMS, Bhubaneswar represented through Executive Engineer (Electrical), AIIMS, BHUBANESWAR, (Hereinafter referred to 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 (NIT No. AIIMS/BBSR/ENGG/ELECT/.....)** (here in after refer red to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for: “**Supply, installation, testing and commissioning of EPABX system at AIIMS Bhubaneswar.**”

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the Land, Rules & Regulations, Economic use of resources, and 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 an integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration 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 commits 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 offense 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 taking 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 offense 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 offenses outlined above or be an accessory to such offenses.

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 a public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to a 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 the execution of the 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 the 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 the 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 an 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 into 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 parties have legally signed the edit. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor till the continuation of the 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 been unmade.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partners holding power of attorney signed by all partners and consortium members. In the 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 to terms and conditions 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 Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Pact.

Article – 9: Terms And Conditions of Payment

The Running payments for the work shall be released **as per the actual measurement of the work executed at the site** by AIIMS, Bhubaneswar

- (i) Measurement Sheet
- (ii) Delivery Challan of all the material supplied.
- (iii) Test Certificate of Equipment.
- (iv) Warranty/Guarantee Certificate if applicable.
- (v) GST return up-to-date Voucher.
- (vi) Color Photos for Executed work on glossary paper.

(vii) No claim certificate (Final bill).

- a. The Security Deposit @ 2.5% of the gross amount of the bill shall be deducted from the running bills, which shall be released after the successful completion of the warranty period from the date of completion of work, without any interest thereupon.
- b. The Income Tax as application shall be deducted from the bills unless exempted by the Income Tax Department.
- c. In case of any failure of / delay in services, the penalty shall be invoked as per Clause-2 of GCC of CPWD works-2023.
- d. All melba/rubbish/waste, garbage, etc. generated due to any work by the agency, the same shall be disposed of by the Agency to the authorized municipal dumping ground and nothing extra shall be paid on this account. In case of non-removal/disposal in the specified period, a compensation of ₹ 1000/- (Rupee One Thousand only) per day shall be recovered from the Agency.
- e. The agency shall submit the final bill along with all the documents related to all schedule registers, documents, etc. related to the work.
- f. 1% of labour cess will be deducted from bills.

The other terms and conditions are stated below: -

- (a) All the Terms & conditions of the Tender document will form as the part of this Agreement.
- (b) The agency shall be solely responsible for compliance to provisions of various Labour, Industrial, and any other Laws applicable and all Statutory Obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in AIIMS, Bhubaneswar. The client shall have no liability in this regard.
- (c) The Agency shall be solely responsible for any Accident/Medical/Health related Liabilities/Compensation for the personnel deployed at it at AIIMS, Bhubaneswar site. The Client shall have no liability in this regard.
- (d) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
- (e) The Contract can be terminated by giving 01 (One) Month Notice by the AIIMS, Bhubaneswar.
- (f) In case of Non-Compliance with the contract, the Client reserves its right to: -
 - (i) Cancel/Revoke the contract; **and/or**
 - (ii) Impose a penalty up to 10% of the total Value of the Contract.
- (g) Performance Security of 5 % of the Contract Value, whichever is higher in the form of a Fixed Deposit Receipt or Bank Guarantee form a scheduled Bank shall be furnished by the Agency at the time of signing of the Agreement.
- (h) There would be no increase in rates payable to the Agency during the Contract Period except any revision by the MoH & FW, Govt. of India.
- (i) The Agency also agrees to comply with the annexed Terms & Conditions of the Tender and amendments thereto from time to time.

- (j) The decision of the Client regarding the interpretation of the Terms & Conditions of the Tender shall be final and binding on the Agency.
- (k) The Agency shall ensure full compliance with the Tax Laws of India with regard to this contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of Tax, Interest, Penalty, and any other legal Liability, etc. of the Agency in respect thereof, which may arise. No Service Tax will be paid by AIIMS, Bhubaneswar. The Books of Accounts of the Agency, as regards this outsourcing work, shall be open for examination by the Institute as and when required.
- (l) In case of any dispute between the Agency and Client, the Client shall have the right to decide. However, all matters of jurisdiction shall be at the Local Courts of Bhubaneswar.
- (m) THIS AGREEMENT will take effect from the _____ day of _____ Month of _____ 2023(Two Thousand Twenty-three)
- (n) This day of _ 2023, both the parties here to have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhubaneswar in the presence of the witness: -
- (o) The vendor will be provide 1 year DLP /warranty period from the date of Completion of work and any extra charges not to be paid to vendor for the above period.

For and on behalf of the 'AIIMS, Bhubaneswar'

For and on behalf of the 'Agency'

Signature of the Authorized Official

Signature of the Authorized Official

(Name of the Official with Seal)

(Name of the Official with Seal)

By the said _____

By the said _____

_____ (Name)

_____ (Name)

_____ on behalf of 'Agency'

_____ on behalf of 'Agency'

in the presence of the Witness _____

in the presence of the Witness _____

Name _____

Name _____

Address _____

Address _____

Annexure – IX

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities : **Attached**

SCHEDULE 'D'

Extra schedule for specific requirements/
document for the work, if any. : **NA**

SCHEDULE 'E'

Reference to General Conditions of contract : CPWD General Conditions of Contract 2023 modified and amendment up to the last date of submission of tender.

Name of work : **Supply, installation, testing, and commissioning of EPABX system at AIIMS Bhubaneswar.**

Estimated cost of work : **Rs. . 1,74,897.00 /-**

(i) Earnest money : **Rs. 3,498.00/-**

(ii) Performance Guarantee : 5% of tendered value.

(iii) Security Deposit : 2.5% of tendered value.

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer inviting tender : **Executive Engineer (Electrical), AIIMS Bhubaneswar on behalf of Executive Director AIIMS Bhubaneswar.**

Definitions:

2(v) Engineer-in-Charge : **Superintending Engineer, AIIMS Bhubaneswar (Odisha)**

2(viii) Accepting Authority : **Executive Director, AIIMS Bhubaneswar (Odisha)**

2(x) Percentage on cost of materials and labour to cover all overheads and profits.

: **NA**

2(xi) Standard Schedule of Rates

: **As per Market Rates**

2(xii) Department

: **Engineering Department, AIIMS Bhubaneswar.**

9(ii) Standard CPWD contract Form

: **GCC 2023 & CPWD Form-7/8 as modified & corrected up to the last date of receipt of Bid/tender.**

CLAUSE 1

(i) Time allowed for submission of Performance

Guarantee, performance chart

(Time and progress) and applicable labour

: **15 Days**

Licenses, registration with EPFO,

ESIC and BOCW welfare board or proof of applying

Thereof from the date of issue of letter of acceptance	
(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period Provided in (i) above	: 15 Days
CLAUSE 2	
Authority for fixing compensation under clause 2	: Superintending Engineer / Executive Director, AIIMS Bhubaneswar.
Clause 2A	
Whether Clause 2A shall be applicable	: NA
Time allowed for execution of work – 60 days. Authority to decide:	
(i) Extension of time	: Superintending Engineer/ Executive Director
(ii) Rescheduling of mile stones	: Superintending Engineer/ Executive Director, AIIMS Bhubaneswar
(iii) Shifting of date of start in case of delay in handing over of site	: Superintending Engineer/ Executive Director, AIIMS Bhubaneswar
Clause 10A	
Charge	: As required by Engineer -in-
Clause 10C	
Clause 11	
Specifications to be followed for execution of work	: CPWD Specifications General Specifications for Electrical Works - Internal - 2005 with modification up to last date of tender submission.
CLAUSE 12	
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with	: Yes
CLAUSE 12.2&12.3	
Type of work	: Supply, installation, testing, and commissioning of EPABX system
12.2 & 12.3	
Deviation Limit beyond which clauses 12.2& 12.3 shall apply for building work (Civil, E&M and Horticulture)	: 30%
12.5	
(ii) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items)	: 30%
(iii) Deviation Limit for items mentioned in earth	

work subhead of DSR and related items : 100%

CLAUSE 16

Competent Authority for deciding reduced rates. : Superintending Engineer/Executive Director, AIIMS Bhubaneswar

CLAUSE 18

List of mandatory machinery, tools &
plants to be deployed by the contractor at site

: Applicable

CLAUSE 25

Constitution of Dispute Redressal Committee (DRC) : AIIMS, Bhubaneswar

CLAUSE 32

: Applicable

Requirement of Technical Representative(s) and recovery Rate

Sl no	Minimum Qualification Of Technical Representative	Discipline	Designation (Principal Technical / Technical representative	Minimum experience (Years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32(i)	
						Figures	Words
1	Graduate Engineer or Diploma Engineer	Electrical /Electronic / IT	Project/ Site Engineer	5 Or 10 respectively	ONE	Rs.25000/- PM.	Rupees Twenty fiveThousand Per Month each

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 year of relevant experience with areputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Annexure – X

TECHNICAL SPECIFICATION COMPLIANCE SHEET

Sl. No.	Technical Parameter	Compliance (Yes/No)	Remarks (if any)
BOQ No 1 : EPABX System			
1	19" Rack Mountable IP PBX system expandable upto 120 Ports by simple addition of Cards & activation of Licenses without any other alteration in the main chassis. The offered system should also support 54 Ports ISP IP Trunking with simple addition of Hardware Card & Licenses in the same chassis .		
2	Analog Extension Ports with Hardware & Licenses 32 Ports.		
3	Digital Extension Ports with Hardware & Licenses 04 Ports.		
4	Operator Console - 1 No.		
5	Analog LD Trunk Hardware with Licenses - 08 Ports.		
6	In Built Auto Attendant License. 1 No.		
Telephony Features to be supported by IP PBX			
7	Flexible Numbering: System supports flexible numbering where extensions can range from 1–8 digits.		
8	Call Back: The Callback feature sends calling party phone a priority ring, indicating the previously busy or unanswered extension you dialed, is now available.		
9	Call Pick (Group): The Call Pickup feature lets one answer a call at your telephone for another extension in your call pickup group.		
10	Caller Line Identification (CLIP): System should supports CLI on Analog & Digital extensions for internal as well as external trunks. It should also supports DTMF tone format.		
11	Call Forwarding: The system should support the following types of call forwarding. • Call Forward – Immediate • Call Forward – On busy. • Call Forward – On no Answer		
12	Group Ringing: System should support group ringing for external incoming calls. The incoming trunk can be configured to a ring at maximum 5 extensions simultaneously. One of the extension of the group answers the call, while other extensions stop ringing.		
13	Conference Call: System should at least support minimum 8 Party ad-hoc conference feature. There should be atleast 16 conferencing resources available from day one. The system should be able to handle at least 2 Nos. of 8 party conference call at any given time.		

14	Call Hunting: In case of a hunt group, an incoming call is signaled at one of the group members. If this member does not answer the call, the call is assigned to the next member. All members of the hunt group can be reached at the same phone number. The System should support more flexibility in terms of timer settings for hunting groups. The timers should be configurable in the interval of 5 seconds.		
15	Phone Mate Services: Each extension can have one external number (Mobile number) as it's mate. Ring signal will be sent simultaneously to both devices. When one answers the call, other automatically stops ringing. This feature should be available from Day 1.		
16	Call Waiting: When there is an incoming call along with an ongoing call, Call waiting functionality will indicate the caller's number visually on the display of Digital phone. It can also be signaled acoustically by a short call waiting tone on Digital phones as well as on Analog phones.		
17	Boss - Secretary Feature: The System should support Boss-Secretary feature where all incoming calls for the boss will be signaled to secretary first. So all calls will be monitored and then only important calls will be passed on to the boss.		
18	Room to Room Call Barring: The System should support Room to Room Call barring as one of the important feature of Hotel/Guest House Applications. Call Barring allows you to bar certain types of calls from being made from the extension & also allows extension to bar incoming calls.		
19	Music On Hold (MoH): The System should support Music on hold. The Music on hold file can be changed as per AIIMS need as and when required.		
20	Voice Paging (Broadcast): Voice Paging enables broadcasting of announcements to digital phones in the system. Any extension (Analog/ Digital) can broadcast the message by pressing a specific code to activate the speaker of Digital phone. Group broadcast should also be possible with any number of digital phones in that particular group via Analog or Digital Phone.		
21	Call Transfer: The System should support internal & external call transfer. The System should support Blind & Supervised Call Transfer. • Blind Transfer involves transferring a call without notifying the recipient. It is also known as unsupervised transfer or cold transfer. • Supervised Transfer involves consultation before transferring the call.		
22	Calling Time Restriction: The System should restrict the call duration. System should restrict when extension have long time calls with internal or external numbers. The feature should be programmable.		
23	Specific Feature for Hotel/Guest House should be mandatorily be inbuilt and available in system without any external device/software. • Check-in and Check-out • Wake Up Call Service • Room to room call barring • PMS interface with Integrated call billing • Do Not Disturb (DND) • DID / DOD call		

19	The following basic features should be available in the system from day 1. Flexible feature codes, Extension Name display on Digital phone, Conference Call , Hot-Line, Phone Locking, Automatic Day-Night service, Timed Reminder, Phone Book (Digital), Missed Call list (Digital), Force Disconnection, Different ring tones, Individual Speed dial, System Speed dial, Direct Inward Dialing, Linear and Cyclic Seizure of Trunk Lines, Do not disturb (DND), Private Trunk Line, Automatic Trunk line checking, Incoming only trunk, Protection from over Voltage & Lightening, Override, Call Billing, Subscriber/Trunk Status available on the front panel of the module.		
20	Warranty: 12 Months undertaking by OEM.		
21	Compliance: All the above technical compliance to be submitted on OEM Letter Head duly signed & stamped with email id & contact number of the signing authority.		
22	Manufacturer Authorization Form (MAF): Bid specific OEM MAF needs to be submitted if the bid is being submitted by authorized dealer.as per Annexure A		

Annexure – XI**PREFERRED MAKELIST OF MATERIALS**

Sl.No	Description of item	Acceptable makes
1	EPABX	Unify/Mitel/Avaya/Progility/Alcatel/Siemens
	Note: • Make and models of all materials should get approved from the engineer in charge well before placing order to the OEM/Authorized dealer. The agency is required to submit all relevant test certificates/documents and samples along with the proposal. The model along with sample should be approved by Engineer -in - Charge before supply of same to the site. The decision of Engineer -in – Charge is binding in this regard and no variation is acceptable. • Make of one material in one subhead will be the preferred make for the same material in other subhead if no preferred make is mentioned separately.	

Financial Bid

Name of Work: - "Supply, installation, testing and commissioning of EPABX system at AIIMSBhubaneswar."

NIT No: AIIMS/BBSR/ENGG/ELECT/36/2024

Sl. No	Description	UNIT	QTY	Unit price	Amount
1	Supply, Installation , Testing and Commissioning of EPABX system (technical specification as per Annexure-X)	Each	1	1,74,897	1,74,897.00
	Total				1,74,897.00

PERFORMA FOR QUOTING RATES

Name of Work:- "Supply, installation, testing and commissioning of EPABX system at AIIMS Bhubaneswar."	
e-NIT No: AIIMS/BBSR/ENGG/ELECT/36/2024	
Estimate Cost put to tender :- ₹ 1,74,897.00	
Name of Contactor -	
Total	
Total Amount (including of GST) in Rs.	₹ 1,74,897.00
Percentage above/below the total estimated cost	
% in words	
Total Amount (Rs.)	

(Rupees _____ only)

Note: -

1. 'L-1' shall be decided on basis of total amount.
2. MR = To be read as Market Rate.
3. The project include 1 year DLP/warranty period towards security deposit.
4. The Bidder must submit Financial Bid in On-Line Mode.
5. I/We have gone through the terms & conditions as stipulated in the tender and confirm to accept and abide the same.
6. No other charges would be payable by the Institute.
7. Quantity mentioned above is tentative, it may increase or decrease as per site requirement.
8. Agency has to bring samples as per above preferred brands only and Engineer-In-Charge shall approve one sample out of the samples brought by the Agency. The Agency has to use material of that approved sample only. No claim in this regard shall be entertained.
9. In case of non-availability of material of approved make, prior approval from Engineer-In-Charge shall be obtained for another make.
10. The quoted should be inclusive of GST as applicable.

I, the contractor certify that I am filling this template after understanding all the items of schedule of Quantity of e-NIT page no.-----

Name : _____

Business Address: _____

Signature of the Bidder: -

Date : _____

Place : Bhubaneswar

Seal of the Bidder _____

Annexure – XIV

E-TENDERING INSTRUCTIONS TO BIDDERS

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION ON CPP PORTAL:

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER ENQUIRY DOCUMENT

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

Bidder should consider any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

Submission of Bids

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.

Bidder has to select the payment option as "offline" to pay the Bid Security/ EMD as applicable and enter details of the instrument.

Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption

technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.