



आरोग्यम् सुख सम्पदा

ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR

OFFICE OF
THE EXECUTIVE ENGINEER
PROJECT CELL AIIMS, RAIPUR

SHORT NOTICE INVITING TENDER

N.I.T. NO. 15/EE/AIIMS/2018-19

Dated – 01.10.2018

NAME OF WORK: - “Electrical works required for 15 no’s MOT’s Installed at Fourth floor A & B Block AIIMS Campus,Raipur”.

**ESTIMATED COST
PUT TO TENDER: Rs. 6,10,595.00/-**

EARNEST MONEY: Rs. 12,212.00/-

TIME ALLOWED: 10 (Ten) Days

Issued to & Submitted by: _____

Mobile No / E-mail id: _____

Address: _____

Consultant (Electrical)

Junior Engineer-(Electrical)

Approved by

Executive Engineer (Civil)
AIIMS RAIPUR

INDEX

Name of Work: - **“Electrical works required for 15 no’s MOT’s Installed at Fourth floor A & B Block AIIMS Campus,Raipur”**

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Certified that this bid document contains pages **1 to 39** (One to Thirty Nine).

This N.I.T. is approved for **Electrical Work of Rs. 6,10,595.00/- (Rupees Six lacs Ten Thousand Five Hundred Ninety Five only)**

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CRITICAL DATE SHEET

Uploading on Website	01-10-2018
Bid Document Sale Start Date	03-10-2018
Bid application Date	From 03-10-2018 at 10.30 am
Bid Submission End Date	04-10-2018 at 3.00 pm
Bid Opening Date	04-10-2018 at 3.30 pm onwards

PRESS NOTICE

The Executive Engineer, Project Cell AIIMS, Raipur invites on behalf of AIIMS, Raipur offline percentage rate tenders from approved and eligible contractors of CPWD, MES, BSNL, Chhattisgarh State PWD, for the following work at office of SE Project Cell, AIIMS Raipur

Sl. No.	NIT No.	Name of work & Location	Estimated cost	Earnest Money	Period of Completion	Time & Date of submission of Tender	Time & Date for Opening Of Technical & Eligible Credential	Fancial bid opening will be intimated to the eligible bidder.
1	2	3	4	5	6	7	8	9
1	15/EE/AIIMS/2018-19	“Electrical works required for 15 no’s MOT’s Installed at Fourth floor A & B Block AIIMS Campus,Raipur”.	₹ 6,10,595.00/-	₹ 12,212.00/-	10 (Ten) Days	Upto 3:00 PM on 04-10-2018	3:30 PM on 04-10-2018	By e-Mail Only

The tender forms and other details will be issued from the office of The Executive Engineer, Project Cell AIIMS, Raipur during the hours of 10:30 AM to 5PM for Monday to Friday and 10AM to 1.00PM on Saturday except on Sunday & public holiday upto **3:00pm on 04-10-2018** , on submission of the following :-

- i) Rs.500/- in form of treasury Challan / Banker’s cheque Deposit at Call Receipt of a Scheduled Bank / Fixed Deposit Receipt of a Scheduled Bank / Demand Draft of a Scheduled Bank issued in favour of **“AIIMS Raipur”** as cost of tender (non refundable) Tender documents will be issued after verification of documents submitted by contractor from original by office of Executive Engineer (Civil).

- ✓ The enlistment of the contractors should be valid on the last date of sale of tenders.
- ✓ In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders.
- ✓ In case both the last date of receipt of application and sale of tenders are extended the enlistment of contractor should be valid on either of the two dates i.e. the original date of sale of tenders or on the extended date of sale of tenders.
- ✓ The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

Executive Engineer (Civil)
AIIMS Raipur

IMPORTANT INSTRUCTIONS FOR TENDERERS.

The tenderers should read the following important instructions carefully before actually quoting the rates & submitting the tender documents:-

The tenderer should see carefully & ensure that the **complete tender document** including schedule of quantity as **per the index** given on page **'1'** has total number of pages serially ordered from **0 to 39**

The tenderer should ensure that no **page** in the issued tender document are **missing**.

The tenderer should ensure that all pages in the issued tender document are **legible & clear**

Tenderers should ensure that **every page** of issued tender document is **signed by tenderer with stamp (seal)**.

The tenderer should ensure that the issued tender document is properly **bound and sealed** before submitting the same. The loose / spiral bound and/or not properly sealed tenders shall be rejected out-rightly.

In case of any correction/addition/alteration/omission in the issued tender document, it shall be treated as non-responsive tender and shall be rejected.

The tenderer shall furnish a declaration to this effect that no addition/ deletion/corrections have been made in the tender document submitted and it is same document which is received from the office of Executive Engineer (Civil).

The tenderer should read carefully & **sign the declaration** given on the page **No.06** before submitting the tender.

The **cost of tender** should be submitted along with the EMD as detailed in NIT.

Extension of date of closing of tender if any, will decided by the tender acceptance authority .Corrigendum shall be uploaded on AIIMS website only. Contractor who are interested to participate in this NIT are advised to visit our website www.aiimsraipur.edu.in regularly. In case of any doubt in the issued tender, the same should be got clarified from (Tender inviting authority) before submitting the tender, they are requested to contact to the Executive Engineer (Civil), AIIMS Raipur through e-mail: ee.civil@aiimsraipur.edu.in on or before end date of clarification as per critical date sheet.

Contractor

Executive Engineer(Civil)
Project Cell, AIIMS Raipur

D E C L A R A T I O N

TO BE GIVEN BY THE TENDERERS WHO HAVE BEEN ISSUED THE TENDER DOCUMENT FROM THE OFFICE
OF EXECUTIVE ENGINEER (C)

It is to certify that:

- 1) I / We have submitted the tenders in the Performa as issued from the office of Executive Engineer (C) & there is no change in formatting, number of pages etc.
- 2) I/ We have submitted tender documents which **are same as issued from the office of Executive Engineer (C)..**
- 3) I / We have **not made any modification / corrections / additions etc** in the tender documents issued to me/us.
- 4) I / We have checked that **no page is missing** and all pages as per the index are available & that all pages of tender document submitted by us are **clear & legible**.
- 5) I / We have **signed (with stamp) all the pages** of the tender document before submitting the same.
- 6) I / We have sealed the tender documents properly before submitting the same.
- 7) I / We have submitted the **cost of tender** along with the EMD.
- 8) I / We have provided our e-Mail id for any communication in this regard.
- 9) I have read carefully & understood the important instructions to the all tenderers.
- 10) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, AIIMS RAIPUR shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
- 11) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, the tender / work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.
- 12) In case at any stage later, it is found there is difference in the issued tender documents from the original, I / We may also be debarred for further participation in the tender in the concerned AIIMS RAIPUR Electrical Zone & would also render me / us liable to be removed from the approved list of contractors of the Department.

Date.....
E-Mail: _____

Contractor
(Sign with Seal)

All India Institute of Medical Sciences Raipur
Notice Inviting Tender

1 Percentage rate tenders are invited on behalf of AIIMS Raipur from approved and eligible/registered Electrical contractors of CPWD, MES, BSNL, Chhattisgarh State PWD for the work of **“Electrical works required for 15 no’s MOT’s Installed at Fourth floor A & B Block AIIMS Campus,Raipur”**. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1 The work is estimated to one component Electrical Cost of **Rs. 6,10,595.00/-**-This estimate, however, is given merely as a rough guide.
- 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.
For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.
- 1.2 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

Criteria of eligibility for issue of tender documents

- 1) **Documents to be Submitted by all bidders in self attested copies to be presented in original for verification.**
- (i) Copy of PAN Card should be submit.
- (ii) Firm/Company registration certificate should be submit with validity.
- (iii) GST registration certificate should be submit.

While applying for issue of tender document, please ensure that all eligibility criteria documents shall be submitted in self attested photocopies and shall also be presented in original for verification. Tender documents will be issued only to those contractors who fulfill the above criteria within time limit as mentioned in “press Notice”.

- 2) Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 8 which is available at the office of EE (PROJECT CELL), AIIMS RAIPUR. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- i. General conditions of contract for works in ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR are also available in the office of S.E. (PROJECT CELL), AIIMS RAIPUR. Contractors should go through the different clauses of **“CPWD General Conditions of Contract 2014”** corrected up-to-date before quoting the rates.

3) The time allowed for carrying out the work will be **10 (Ten) Days** from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

- 4 (i) The site for the work is available.

~~OR~~

~~The site for the work shall be made available in parts as specified below:-~~

~~(ii) The architectural and structural drawing for the work is available.~~

OR

(ii) The Electrical drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.

5 The bid document consisting of 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 except Standard General Conditions of Contract Form can be seen from website www.aiimsraipur.edu.in free of cost.

6 Cost of Tender & Earnest Money

6.1 Cost of Tender **in form of Demand Draft of a Scheduled Bank issued in favor of "AIIMS Raipur" (non refundable)**, Shall be submitted at the time of issue of tender document from the office of Executive Engineer.

6.2. Earnest Money in the form of Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt of a Scheduled Bank (drawn/ Pledged in favor of **AIIMS, Raipur**) shall be submitted with the tender in a separate envelope-1.

~~A part of earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any Scheduled Bank having validity for six months or more from the last date of receipt of bids which is to be submitted by the intending bidders.~~

Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money.

7 Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 8 below, will be received by the OFFICE OF EE (C), PROJECT CELL AIIMS RAIPUR up to **15.00 Hrs on 04.10.2018** and will be opened by him or his authorized representative in his office on the same day at 15.30 Hrs onwards. After opening the main envelope 3, the envelope-1 containing the Cost of Tender along with Earnest Money as applicable and eligibility credentials shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers who's Earnest Money, cost of tender and eligibility is found in order. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached

8 Submission of tender: -Tender shall be submitted in following manner:

8.1 Eligibility Credentials to be submitted by bidders.

8.1.1 The following documents showing eligibility credentials are required to submitted by the Bidder along with Technical Bid, the tender document shall be placed in sealed envelope-1 & Marked

"Cost of Tender along with Earnest Money and eligibility credentials (Technical Bid)".

Technical Bid

a) Tender document issued from the office of Executive Engineer (C), Project Cell, AIIMS Raipur (**Page no.00 to 39**)

b) Original document of Tender Cost & EMD Cost.

Contractor/Agency

Executive Engineer (C), AIIMS Raipur

- c) Bidder is Manufacture/ Firms/Distributor /Dealer /Supplier relevant document should be submit.
- d) In case of Firms/distributor/dealer/supplier must be upload tender specific authorization certificate from OEM/ manufacturer (Form C) should be submit with vailidity.
- e) Copy of PAN Card should be submit.
- f) Firm/Company registration certificate should be submit with vailidity. .
- g) GST registration certificate should be submit.
- h) Income Tax Return of last three years should be submit.
- i) Tenderer must provide evidence of experience/supplied materials as mentioned in tender document should be submit.
- j) Annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender document should be submit.
- k) Relevant brochure/catalogue pertaining to the items quoted with full specifications etc.
- l) Tenderer must provide a certificate on letter head that proprietor/firm has never been black listed by any organization should be submit.
- m) Form D with duly filled by bidder should be submit.
- n) Technical Specifications Compliance Report **Annexure-“A”**.
- o) Relevant documents fulfilling the clause no-1.2.1. (At page no-07).
- p) Bring original documents for verification of above document at the time of Technical bid opening.
- q) If bidder fails to provide/shown necessary document as per opening of technical bid date, he will given maximum three working day’s for verification of above document, if not done party will be disqualified.

8.1.2: The Financial Bid “SCHEDULE OF QUANTITY” (**Annexure-“B”**) shall be placed in sealed envelope-2 and will be superscripted as “**Tender (Financial Bid)**”.

8.1.3: The sealed envelopes 1 & 2 shall be placed in another sealed envelope no3.

8.1.4 All the three envelopes shall be superscripted with following data on it.

- (i) Name of work
- (ii) Name of tenderer
- (iii) Last date of receipt of tender & time.
- (iv) Email ID

8.2 In case the tender document is purchased from office of SE, AIIMS Raipur

~~8.2.1: "Proof for paying the cost of tender document along with Earnest Money and copies of documents showing eligibility credentials" shall be placed in sealed envelope 1. Marked~~

~~“Proof for paying the cost of tender along with Earnest Money and eligibility credentials”.~~

~~8.2.2: Envelope no 2 will be as per para 8.1.2.~~

~~8.2.3: The sealed envelopes 1 & 2 shall be placed in another sealed envelope no3.~~

~~8.2.4 same as 8.1.4~~

Note: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in AIIMS RAIPUR for three years including any other action under the contract or existing law.

9. The bid submitted shall become invalid and tender cost shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not submit all the documents (including service tax registration/VAT registration / Sales Tax registration) as stipulated in the bid document including the undertaking about deposition of physical EMD with the tender.
10. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at Call Receipt of any Scheduled Bank/Banker's Cheque of any Scheduled Bank/Demand Draft of any Scheduled Bank/Pay Order of any Scheduled Bank (in case guarantee amount is less than Rs. 100000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.
11. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his 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 conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
12. The competent authority on behalf of the AIIMS Raipur does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
14. The competent authority on behalf of AIIMS Raipur 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.
15. The contractor shall not be permitted to bid for works in the AIIMS Raipur responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Executive 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 Gazetted Officer in the AIIMS Raipur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

16. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
17. The bid for the works shall remain open for acceptance for a period of Seven (07) days from the date of opening of bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, **then the Government/AIIMS shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-bidding process of the work.**
18. This Notice Inviting Bid shall form a part of the contract document. The successful bidder / contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of : -
a) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable
19. **For Single Bid or ~~Composite Bids~~**
- 19.1.1 The Executive Engineer in Charge of the major component will call bids for the composite work. The Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.
- 19.1.2 The bid document will include following three components:
Part A:- Press Tender Notice, CPWD-6, CPWD-7/8 including Standard General Conditions of Contract for CPWD, 2014 as amended / modified upto CON/282.
Part B:- Particular Specifications and Special conditions, specifications and schedule of quantities as applicable to major component of the work.
Part C:- Schedule A to F for minor component of the work. (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in Schedule A to F for minor components). Special Conditions, additional terms & conditions, specifications and schedule of quantities applicable to minor component(s) of the work.
- 19.1.3 The bidder must associate with himself, agencies of the appropriate class eligible to bid for each of the minor component individually.
- 19.1.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.
- 19.1.5 After acceptance of the bid by competent authority, the SE/EE incharge of major component of the work shall issue letter of award on behalf of the AIIMS Raipur. After the work is awarded, the main contractor will have to enter into one agreement with SE/EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's in charge of minor components. One such signed set of agreement shall be handed over to SE / EE in charge of minor component. EE of major component will operate Part A and Part B of the agreement. SE / EE in charge of minor component(s) shall operate Part C along with Part A of the agreement.

- 19.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 19.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of work.
- 19.1.8 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-Charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of minor component(s).
- 19.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 19.1.10 The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to SE / EE in charge of each minor component as well as to SE / EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
- 19.1.11 Running payment for the major component shall be made by SE/ EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.
- 19.1.12(A) The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer -in -charge of major component after record of completion certificate of all other components.
- 19.1.12(B) Final bill of whole work shall be finalized and paid by the SE/EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.

Form**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS / National Electronic Fund Transfer (NEFT) Mandate Form**

1.	Name of the Bidder	
2.	Permanent Account No (PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
	k) Account No.	
4	Email id of the Bidder	
5.	Complete Postal Address of the bidder	

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY PACT

To,

Sub: NIT No. **15/EE/AIIMS/2018-19** for the work of **“Electrical works required for 15 no’s MOT’s Installed at Fourth floor A & B Block AIIMS Campus,Raipur”**.

Dear Sir,

It is here by declared that AIIMS is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the AIIMS Raipur.

Yours faithfully,

Executive Engineer
Project Cell, AIIMS Raipur

To,

The Executive Engineer,
Project Cell, AIIMS Raipur

Sub: Submission of Tender for the work **“Electrical works required for 15 no’s MOT’s Installed at Fourth floor A & B Block AIIMS Campus,Raipur”**.

Dear Sir,

I / We acknowledge that AIIMS is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by AIIMS Raipur. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, AIIMS Raipur shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of AIIMS Raipur.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of..... 2018

BETWEEN

AIIMS Raipur through Executive Engineer,..... ,
(Name of Division)

AIIMS, , (Hereinafter referred as the
(Address of Division)

'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

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 successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (NIT No. **15/EE/AIIMS/2018-19**) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for “**Electrical works required for 15 no’s MOT’s Installed at Fourth floor A & B Block AIIMS Campus,Raipur**” hereinafter referred to as the “**Contract**”.

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

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

NOW, THEREFORE, 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 process or the Contract execution.
 - (c) The Principal / Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC 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 standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

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.

- b) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or 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.
- c) 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 participate 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.
- d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract
- 3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1) If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2) Forfeiture of EMD / Performance Guarantee / Security Deposit:

If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption 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 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding 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/Subcontractors

- 1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity 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

This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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 Raipur.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal / Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- 5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation** there of shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

- 1. (Signature, name and address)
- 2. (Signature, name and address)

Place: -

Dated: -

ALL INDIA INSTITUTE OF MEDICAL SCIENCE RAIPUR
Percentage rateTender & Contract for Works

Tender for the work of : “Electrical works required for 15 no’s MOT’s Installed at Fourth floor A & B Block AIIMS Campus,Raipur”.

- (i) To be submitted by **03.00 PM hours on 04-10-2018** to The Executive Engineer, Project Cell AIIMS, Raipur .
- (ii) To be opened in presence of tenderers who may be present at **03.30 PM hours on 04-10-2018** in the office of The Executive Engineer, Project Cell AIIMS, Raipur.

Issued to.....

Signature of officer issuing the documents

Designation.....

Date of Issue

TENDER

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F, 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 Raipur within the time specified in Schedule 'F', 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 Seven (07) days from the due date of opening of financial bid and not to make any modification in its terms and conditions.

A sum of Rs 12,212 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 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 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 Gurantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. **Futher, 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 that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in AIIMS Raipur in future forever. Also, if such a violation comes to the notice of Department before date of start of work, The Engineer – in – Charge shall be free to forfeit the entire amount of Earnest Money 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

Contractor/Agency

Executive Engineer (C), AIIMS Raipur

ACCEPTANCE

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of the AIIMS Raipur 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 Raipur.

Signature.....

Dated *

Designation.....

SPECIAL CONDITIONS OF CONTRACT

Name of work: Electrical works required for 15 no's MOT's Installed at Fourth floor A & B Block AIIMS Campus, Raipur.

1. **Discrepancy between Specifications.** In case of discrepancy in the specifications or any other matter, the matter shall be brought by the contractor to the notice of the Executive Engineer for further decision.

2. **Contractor to employ Qualified Supervisor.** The contractor shall employ Skilled Supervisor to supervise and execute the work.

3. **Inconvenience to the Public.** The Contractor shall not deposit or store any materials at any site without permission of the Engineer. The materials will be stored at such places only with prior approval of the Engineer as there is no obstruction in Traffic or other Agencies.

4. **The provision against Accident & Safety Measures.**
 - (a) The Contractor will take all necessary precautions against a Fire during the course of his work and will ensure the work against Fire at his own cost.

 - (b) He will also take all care against likely damage of Floor, Walls, Doors, Windows or any part of the Building. In case of any damage or loss, the contractor has to make good at his own cost.

5. **Specifications.** In the absence of specifications for any work or material, relevant Indian Standard (ISI) Specification / IE rule shall be applicable.

6. **Cleaning the Site.** The site described and shown on the plans shall be cleared off all the rubbish of all kinds etc. complete. After completion of the work and the site shall be handed over in neat and clean condition.

7. **Secrecy.** In a view to safeguard the Secrets & Confidential information relating to All India Institute of Medical Science, Raipur, the Tenderer binds himself and his successors to secrecy & contracts to bind to secrecy of his Officials, Managers, Technical Senior Staff & all other staff directly or indirectly concerned in or whom have to acquire information relation to the AIIMS, Raipur equipment and the Tenderer shall access to any such information.

8. **Security Rules.** The Contractor shall follow at Site Security rules regarding removal of materials from site, issue of materials from site, issue of materials from stores, issue of Identity Card etc., as may be framed from time to time by the Engineer. It is to note that the Security Section is empowered to carry out the checks.

9. **Care in case of occupied buildings.** Tenderer may also note that when the subject work is to be carried out in the premises of occupied residential and other buildings which are already under occupation, all care shall be taken to protect personal and/or Government materials fixtures, appliances, equipment's etc. In case of any damage to any of the existing arrangements, contractor is liable to do such work to its original and/or shall be liable to pay the cost of such damages/losses.

The work shall be carried in close co-ordination with occupants of these buildings without any hindrance and interruption.

10. **Supply of Tools, Tackles & other materials.** For full completion of the work, Contractor shall at his own expense arrange and furnish all necessary work tools, tackles, etc., that may be required to complete the work under contract.

11. **Inspection of Work.** Engineer or any person appointed by them shall have access and right to inspect the work, or any part thereof at all times and places during the progress of the work. The inspection and supervision is for the purpose of assuring owner and/or Engineer and their representative will extend to contractor all desired assistance in interpreting the plans and specifications, all such assistance shall not relieve contractor from any responsibility for the work. Contractor without delay shall correct any work, which proves faulty.

12. Contractor shall take all precautionary measures to avoid any damages to adjoining property. All necessary arrangement shall be made at his own cost.

13. The contractor shall take instructions from the Executive Engineer regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed.

14. Normally, Contractors shall not be allowed to work at night. Work at night shall, however, be allowed if the site condition/circumstances so demand. However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained. In such situations, the Contractor shall make available to the department in proper means of transport such as vehicle at his own cost.

15. **The contractor shall be responsible for the procurement of all the materials required to complete the work.**

ADDITIONAL CONDITIONS OF CONTRACT

Name of Work:- Electrical works required for 15 no's MOT's Installed at Fourth floor A & B Block AIIMS Campus, Raipur.

1. The work shall be carried out in accordance with CPWD Specifications and as per direction of Engineer-in-Charge.
2. **Approval of the Engineer-in-Charge / his designated officer shall be taken well in advance for the materials to be used in the work by the contractor.**
3. All repairs and patch work shall be carried out and to the entire satisfaction of Engineer-in-Charge. Any damage done to the building during the execution of Electrical Work shall be the responsibility of the contractor and the same will be made good immediately at his own cost to the satisfaction of the Engineer-in-Charge. Any expenditure incurred by the department in this connection shall be recovered from the contractor and decision of the Engineer-in-Charge about recovery shall be final.
4. The contractor has to make his own arrangement for store sand watch & ward and no extra claim for this will be entertained.
5. The contractor has to make his own arrangement at his own cost for the entire general and special T & P required on the work.
6. All the debris due to the Electrical Works shall be removed from the site by the contractor as soon as the work is completed. Similarly, rejected materials should be immediately cleared from the site by the contractor. **Otherwise, a recovery @500/- per day shall be made.**
7. All safety security to the man and material is the sole responsibility of contractor. AIIMS will not be responsible for any theft of material during execution of any electrical accident/accident due to any reason.
8. Mode of Payment: The Payment will be released after due verification of bill by Engineer or his representative, after completion of work. The deduction of 5% towards security deposit and other deductions towards Taxes as per Government of India /AIIMS rule will be made from the bill.
9. The rates quoted should be inclusive of all Taxes. Recovery of labour cess will be made from the final bill as per rule.
10. Work shall be carried out without causing any inconvenience to the occupants.
11. The materials used in the work shall be of approved make as per following list and shall be got approved from Engineer-in-Charge/ or his designated officer before use at site.
12. If the contract or fails to maintain the required progress to complete the work and clear the site on or before the contractor extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F'/ (Here Executive Engineer whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Liquidated Damage @ 0.50% per week, will be claimed from the **Service Provider** for delay of work, to be computed on per day basis provided always that the total amount of Liquidated Damage for delay to be paid under this condition **shall not exceed 10%** of the Tendered Value.

Contractor/Agency

Executive Engineer (C), AIIMS Raipur

GENERAL TERMS AND CONDITIONS
APPLICABLE FOR ALL E&M COMPONENTS

1. GENERAL

The work shall be generally carried out in accordance with tender/bid specifications and the following specifications / rules.

- a) CPWD General Specifications for Electrical work Part I Internal – 2013, as amended upto date
- b) CPWD General Specifications for Electrical work Part II External - 1995, as amended upto date
- c) Commercial and Additional conditions for this work.
- d) The Indian Electricity Act, 2003, as amended up to date
- e) Indian Electricity Rules 1956 amended up to date

Order of Preference:

Should there be any difference or discrepancy between the description of items as given in the Schedule of Quantities, technical specifications for individual items of work (including additional and commercial conditions) and IS Codes etc., the following order of preference shall be followed:

- a) Schedule of quantities
- b) Commercial and Additional conditions for this work
- c) General Conditions of Contract for CPWD Works
- d) CPWD General Specifications
- e) Relevant IS or any other International code in case IS code is not available.

These Commercial and Additional conditions are to be read in conjunction with above and in case of variations, specifications given in these additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications and conditions, as the same are to be read along with schedule of quantities for the work.

This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, commissioning putting into operation of equipment of all E&M components of the tender

The tenderer should in his own interest visit the site and get familiarize with the site conditions before tendering. No T & P shall be issued by the Department and nothing extra shall be paid on account of this.

2. COMMERCIAL CONDITIONS

Type of Contract: The work to be awarded by this tender shall be treated as indivisible works contract.

3. Income tax, work contract tax, labour cess & other statutory deductions etc. shall be made at source as per the prevalent laws. The deductions of Security Deposit, Income-Tax, Works Contract Tax etc. shall be done after calculation of the due payments and net payment shall be reduced accordingly.

4. RATES

4.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract tax, labour cess), duties levies, octroi etc. and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site including temporary construction of storage, risks, overhead charges, general liabilities/obligations and excluding Service Tax. However EPF and ESIC shall be initially paid by the contractor and shall be reimbursed to him by the department after verification of payment receipts etc.

4.2 The department will not issue Octroi exemption certificate.

4.3 The contractor has to carry out preventive maintenance and service as per manufacturer's standards for a period of 12 months from the date of handing over. Nothing extra shall be paid on this account.

4.4 In case the same item appears more than once in the schedule of work under the same sub head or among the different subhead of works, the lowest rate quoted for that item elsewhere shall be considered for other items also during evaluation of tender.

5. COMPLETENESS OF TENDER

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

6. STORAGE AND CUSTODY OF MATERIALS

The space, if available, may be used for storage of sundry materials and erection equipment's or else the agency has to make his own arrangements. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department.

7. CARE OF THE BUILDING:

Care shall be taken by the contractor while handling and installing the various equipment's and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work. 8

8. COMPLETION PERIOD

The completion period indicated in the tender documents is for the entire work of planning, designing, approval of drawings etc., arrangement of materials & equipment's, delivery at site including transportation, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.

9. GUARANTEE

9.1 All equipment's shall be guaranteed for a period of 12 months, from the date of taking over the installation by the department, against unsatisfactory performance and/or breakdown due to defective design, workmanship or material. The equipment's or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in Charge. In case, it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final & binding on the contractor.

9.2 The tender shall guarantee among other things, the following:

- a. Quality, strength and performance of the materials used as per manufacturers standards.
- b. Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- c. Satisfactory operation during the maintenance period.

9.3 Testing of quality of Treated Water from STP. The quality of filtered water from the sewage treatment plant shall be got checked for characteristics like P.H, BOD, COD, TSS Oil and grease, Hardness, NH₄-N, N- total and Faecal Coliform etc., Water quality analysis shall be got done at the time of commissioning of the STP and subsequently at least once in three months by the contractor or as decided by the Engineer-in-charge from State/ Central Government owned Public Health Care Departments or boards/ Pollution Control boards/ or Government testing laboratories during the defect liability period and Comprehensive maintenance contract period. The contractor shall make all arrangements for the testing which include collection of samples, sending samples and collection of reports etc., The expenditure incurred for such tests during initial commissioning and during the defect liability period are not reimbursable. However, the fee paid for testing during Comprehensive maintenance contract period shall be reimbursed to the contractor on submission of the receipt of lab. The reports and the record of such tests shall be maintained and shall be handed over to the department.

10. POWER SUPPLY:

The contractor has to make his own arrangement for power supply required for execution of the work.

11. WATER SUPPLY:

The contractor has to make his own arrangement for water supply required for execution of the work.

12. PREFERRED MAKES OF VARIOUS EQUIPMENTS:

The preferred makes of various equipment's/components/accessories have been indicated in "Preferred Makes" in appendix attached with the tender documents. The tenderer shall work out the cost of the offer on this basis. Any other makes are not acceptable.

13. DATA MANUAL AND DRAWINGS TO BE FURNISHED BY THE TENDERER:**13.1 After award of work**

The successful tenderer would be required to submit the following drawings after award of work for approval before commencement of installation.

- a) General arrangement drawing of all equipment's of E&M components as per individual E&M component
- b) Details of foundations for the equipment's and the weights of assembled equipment's.
- c) Dimensions and position of all tanks viz. Equalisation tank, MBBR/ FAB/ FMR tank, Tube settler, Sludge tank, Treated water tank etc., for construction by civil contractor.
- d) Any other drawings necessary for the job.

14. The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturers for all items of equipment's regarding installation, adjustments operation and maintenance including preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue etc. all in triplicate.

15. EXTENT OF WORK

15.1 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by the department. The term complete installation shall not only mean major items of the plant and equipment's covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract .

15.2 The cables and other items shall be brought at site after taking correct measurements

15.3 In addition to supply, installation, testing and commissioning, of all E&M equipment, following works shall be deemed to be included within the scope of work to be executed by the tenderer of this job.

- a) Minor building works necessary for installation of equipment's, foundation, making of opening in walls or in floors and restoring them to their original condition finish and necessary grouting etc. as required.
- b) All necessary supports may be arranged.
- c) Testing of PTs/CTs for metering & protection purpose & relay calibration & setting.

16. Exclusion and work to be done by other agencies:

The following shall be excluded from the scope of the work:

- a) Major dismantling of any existing building work.
- b) Electricity supply in sub-station building.

17. COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS:

17.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:

Contractor/Agency

Executive Engineer (C), AIIMS Raipur

- i) Factories Act.
- ii) Indian Electricity Rules.
- iii) B.I.S. & other standards as applicable.
- iv) Workmen's compensation Act.

17.2 Before execution contractor submit the design & drawing before design contractor take the influent 4 to 5 sample in alternate day and send the laboratory and as per report be take input design data.

17.3 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

18. INDEMNITY:

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipment's and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

19. ERECTION TOOLS:

No tools and tackles either for unloading or for shifting the equipment's for erection purposes would be made available by the department. The successful tenderer shall make his own arrangement for all these facilities.

20. COOPERATION WITH OTHER AGENCIES:

The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of buildings, if any, and exchange freely all technical information so as to make the execution of this work/contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the tenderer himself.

21. The work will be carried out with least disturbance during shifting & shut down taken in consultation with the client department.

22. INSURANCE AND STORAGE:

All consignments are to be duly insured up to the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

23. VERIFICATION OF CORRECTNESS OF EQUIPMENT AT DESTINATION:

The contractor shall have to produce all the relevant records to certify that the genuine equipment's from the manufacturers has been supplied and erected.

24. PAINTING:

This shall include cost of painting of the entire installation. The major equipment's like HT panel, transformers, L T panel, bus duct, cable trays etc. shall be factory final finish painted. The agency shall be required to do only touching to the damages caused to the painting during transportation, handling & installation at site, if there is no major damage to the painting. However hangers, supports etc. of bus trunking & cable tray etc. shall be painted with required shade including painting with two coats of anticorrosive primer paint at site.

25. TRAINING:

The scope of works includes the on job technical training of four to six persons of client Department at site. Nothing extra shall be payable on this account.

26. MAINTENANCE:

Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation. The maintenance, routine as well as preventive, for one year from the date of taking over the installation as per manufacturer's recommendations shall be carried out as per OEM standards.

27. Approval of drawings, makes and models of equipment/materials for all E&M components :

27.1 The agency shall submit drawings and details such as makes and models of the equipment's/materials offered by him along with specifications for all E&M components to the Engineer-in-charge of the work, before ordering the equipment/materials for approval of the department.

27.2 The Engineer-in-charge shall scrutinize the proposal and approve the makes and models which are acceptable as per the schedule, specifications, conditions of the agreement and inform the agency for procurement.

27.3 After approval of the equipment/materials by the department, the agency shall procure the equipment/materials from the OEM/authorized distributor/dealer as the case may be:

28. Adequate care that only tested and genuine materials of proper quality are used in work shall be ensured by firm. The firm shall also ensure that:

- i. Material will be ordered & delivered at site only with the prior approval of the department to ensure timely delivery.
- ii. As and when the order is placed for the fittings/ fixtures, cables, switchgears, poles, other main items etc, its copy shall be endorsed to the CPWD Engineer-in-charge.
- iii. Inspection at factory or at godown, if required, shall be arranged by the firm for a mutually agreed date.
- iv. Delivery of material shall be taken up only with the consent of department, after clearance of the material.
- v. Department shall reserve the right to waive inspection in lieu of suitable test certificate, at its discretion.
- vi. All the materials to be supplied by the contractor shall be procured & brought to site as per requirement at site of work in consultation with department so that these materials are not damaged & their manufacturer's warrantee is not lost.

29. Safety Codes & Statutory Regulations:

a. Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

b. Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs.1000/- for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

PART-B**LIST OF APPROVED MATERIALS (ELECTRICALS)**

Note :

1. Unless otherwise specified, the brand/make of the material as specified in the item nomenclature or in the particular specifications or in the list of approved materials attached in the tender, shall be used in the work.
2. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material/ Brand/ Make.
3. Whenever the specified brand of material is not available than, the Engineer-in-charge may approve any material equivalent to that specified subject to proof being offered by the Contractor for its equivalence and its non-availability to his satisfaction.

Make of Electrical Item		
1	2	3
SL. No	ITEM DESCRIPTION	MAKE
1	Wiring for circuit/submain 1.1KV Grade FRLS PVC insulated copper conductor, single core multistrand cable	KEI/ HAVELLS/ RR KABLE/ POLYCAB (should be FRLS and High Class material)
2	Steel conduit & Accessories	BEC,AKG, RAMA
3	PVC Conduit and Accessories (FRLS make)	Polycab/Anchor/Finolex/Saraswati/Swastik (should be FRLS and High Class material)
4	Casing Capping	Swastic, Polycab or equivalent (should be FRLS and High Class material)
5	Modular Switch, Socket, PVC Box, Base & cover plate etc.	Roma/Crabtree/Legrand/L&T/Siemens/Scneider
6	Industrial Socket Outlets	Havells/ABB/Siemens/Legrand/C&S
7	LT Panels/Feeder Pillars/Floor Panels for upto 400A i/c switchgear	L&T,ABB,Siemens,Schneider,Havells or equivalent
8	MCCB with Thermomagnetic release	L&T,ABB,Siemens,Schneider,Legrand,C&S Electric or equivalent & approved by Engineer Incharge.
9	MCCB with Variable microprocessors based releases (o/c, s/c, e/f)	L&T (D-Sine),ABB(ISO Max),Siemens,Schneider (NS Compact),GE(Road Plus),Legrand(DPX) or equivalent & approved by Engineer incharge.
10	MCBs/RCCB Prewired DBs	L&T/Schneider/Legrand/C&S
11	Crimping Lugs/ Thimbles	Dowells/Commet or equivalent (Copper Lugs) & Approved by Engineer Incharge
12	Cable Lugs & Gland	Dowells/Comex/Jhonson/Gripwell or equivalent (Copper Lugs) & Approved by Engineer Incharge.

SCHEDULES**[FOR (Electrical) COMPONENT]****SCHEDULE 'A'**

Schedule of quantities (Enclosed)

Page No. **38 to 39 Electrical (Part -C)****SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Place of Issue	Rates in figures & words at which the material will be charged to the contractor
1	2	3	4	5

----- NIL -----

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire charges per day	Place of Issue
1	2	3	4

NIL

Extra schedule for specific requirements/documents for the work, if any.

As enclosed

SCHEDULE 'E'

General Conditions of Contract for CPWD

1. Reference to General Conditions of contract Works, 2014 as amended upto CON/302

Name of work: **“Electrical works required for 15 no’s MOT’s Installed at Fourth floor A & B Block AIIMS Campus,Raipur”.**

Estimated cost of Electrical

Rs.6,10,595.00/-

(i) Earnest money:

Rs. 12,212/-

(ii) Performance guarantee:

5% of tendered value.

(iii) Security Deposit:

2.5% of tendered value

SCHEDULE 'F'**General Rules & Directions:**

Officer inviting tender -

The Executive Engineer, Project Cell AIIMS, Raipur

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with **Clauses 12.2 & 12.3.**

see below

Definitions:

2(v) Engineer-in-Charge

The Executive Engineer, Project Cell AIIMS, Raipur

2(viii) Accepting Authority

The Executive Engineer, Project Cell AIIMS, Raipur

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

15% (Fifteen per cent)

2(xi) Standard schedule of Rates

For Electrical Works: - CPWD DSR 2018 (E&M) & Market rate.

2(xii) Department

Project Cell AIIMS Raipur

9(ii) Standard CPWD contract Form GCC-2014 CPWD Form 7/8 as modified & corrected upto

GCC-2014 DGW/CON/ 302 and uptodate correction slips.**Clause 1**

(i) Time allowed for submission of Performance guarantee from the Date of issue of letter of acceptance : 2 day

(ii) Maximum allowable extension with late fee @ 0.10% per day of performance guarantee amount beyond the period as provided in (i) above : 5 days

Clause 2

Authority for fixing

Suprintending Engineer/Director, AIIMS Raipur

Compensation under clause 2

Clause 2A

Whether clause 2A shall be applicable : No

Clause 5

No. of days from the date of issue of letter of Acceptance for reckoning date of start : 2 days

Contractor/Agency**Executive Engineer (C), AIIMS Raipur**

Milestone(s) : - as per Table given below

Table of milestone(s)

Mile stone as per Electrical Work (PART – C)

S No	Description of Milestone (Physical)	Time allowed (From date of start)	Amount to be withheld in case of non-achievement of milestone as assessed from the running payments
1.	Making cutting at walls for DB and switch board Installation.	2 days	1.25% of work order value for each mile stone
2.	Fixing of DB's and its Wiring.	4 days	
3.	Fixing of Switch board and its wiring.	2 days	
4.	Making cement plastering & paints with putty at all cuttings on walls, removing all wastages & materials from site, making the site as look as previous	2 days	

Time allowed for execution of work

10 (Ten) Days

Authority to decide

(i) Extension of Time

(ii) Rescheduling of mile stones

Suprintending Engineer/Director, AIIMS Raipur.

---DO---

Clause 6, 6A

Clause applicable

6 A

Clause 7

Gross work to be done together with net Payment/adjustment of advances for Material collected, if any since the last such payment for being eligible to interim Payment

Rs. 1.50 Lakhs for Electrical Works

Clause10A

List of testing equipment to be provided by the Contractor at site lab.

Not Applicable

Clause10B

Whether clause 10B shall be applicable

Not Applicable

Clause10C

Component of labour expressed as Percent of value of work

15 %

Clause10CA

Material covered under this clause	Nearest materials (Other than cement, reinforcement bars and structural steel) for which All India Whole Sale Price Index is to be followed.	Base Price of all materials covered under clause 10 CA *
1 Cement	NA	1. /- Per MT
2 Steel reinforcement	NA	2. /- Per MT
3 Structural steel	NA	3. /- Per MT

Contractor/Agency

Executive Engineer (C), AIIMS Raipur

Clause 10CC

Clause 10CC to be applicable in contracts with stipulated period of compensation Exceeding the period shown in next column : **Not Applicable**

Clause 11

Specifications to be followed for execution of work
For Electrical: BIS, CPWD Specification for Electrical works Part-I (internal) , Part-II (External) – amended upto date of receipt of tender.

Clause 12

12.2 & 12.3
Deviation limit beyond which clauses 12.2 & 12.3 shall apply for overall work. 30%

12.5 (I) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for shall apply in foundation work (except Items mentioned in earth work subhead in DSR and related Items 30%

(ii) Deviation limit for items mentioned in earth work subhead of DSR and related items 100%

Clause 16

Competent Authority for deciding Reduced rates.
For Electrical: Suprintending Engineer/Director, AIIMS Raipur

Clause 18

List of mandatory machines, tools and plants to be deployed by the contractor at site. **As required by Engineer in Charge**

**Clause 25
Clause 36(i)**

Executive Engineer, AIIMS Raipur
Not Applicable

“Requirement of Technical Representative(s) and Recovery Rate for Electrical works

SNo	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
			Not Applicable				

~~“Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.”~~

Clause 42 (Not applicable for Electrical works)**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

Sl No.	Description of item	Rates in figures and words at which Recovery shall be made from the Contractor	
		Excess beyond Permissible variation	Less use beyond the permissible variation
1.	Cement	N.A.	
2.	Steel Reinforcement	N.A.	

Contractor/Agency

Executive Engineer (C), AIIMS Raipur

CONSENT LETTER

I/We hereby give my/ our consent to work as Electrical contractor till the completion of work and I/we will be responsible for necessary action to hand over the work and for rectification of defects and repair during the maintenance period. I/we will execute the work as per CPWD specification and additional conditions of the works.

I/we will also engage suitable Engineer for the work as per condition of work. I further certify that the above particulars pertaining to me are correct.

Signature of Electrical contractor

Annexure-“A”

Name of Work:- Electrical works required for 15 nos MOT's Installed at Fourth floor A & B Block AIIMS campus, Raipur.

S.no	DSR 2018 Code	Description of Items	Unit	Qty	Rate	Amount
1.1	1.14	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required.				
(i)	1.14.2	2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire	meter	275	167	45925
(ii)	1.14.11	4 X 16 sq. mm + 2 X 6 sq. mm earth wire	meter	365	752	274480
1.2		Supplying and fixing on surface/recess prewired horizontal type following way, 415 volts TP&N, MCB distribution board of sheet steel phosphatized and powder painted complete with loose wire box, terminal blocks, tinned copper busbar, neutral link, earth bar, din bar, detachable gland plate, duly prewired with suitable size FR PVC insulated copper conductor up to terminal blocks including interconnections, earthing etc. as required. (But without MCB/RCCB/Isolator)				
(i)	NDSR	6 way (4+18) Double door	Each	15	6941	104115
1.3	2.1	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.				
(i)	2.10.1	Single pole	Each	270	199	53730
1.4		Supplying and fixing TP&N MCB, 440 volts, 'C' curve, suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning & accessories etc. as required.				
(i)	NDSR	63 Amp	Each	15	1850	27750
1.5	2.15	Supplying and fixing following rating, four pole, (three phase and neutral), 415 volts, residual current circuit breaker (RCCB), having a sensitivity current 300 mA in the existing MCB DB complete with connections, testing and commissioning etc. as required.				
(i)	2.15.3	63 Amp	Each	15	2777	41655

1.6	1.27	Supplying and fixing following size/ modules, GI box alongwith modular base & cover plate for modular switches in recess etc.as required				
(i)	1.27.2	3 Module (100 mmX75 mm)	Each	30	267	8010
1.7	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required				
(i)	1.24.3	15/16 A switch	Each	30	132	3960
(ii)	1.24.5	6 pin 15/16 A socket outlet	Each	30	175	5250
1.8	2.20	Supplying and fixing 30 A, 415 V, TPN Industrial type socket outlet, with 4 pole and earth, metal enclosed plug top alongwith 30 A "C" curve, TPMCB, in sheet steel enclosure, on surface or in recess, with chained metal cover for the socket outlet and complete with connections, testing and commissioning etc. as required.	Each	15	3048	45720
Total						610595
(Rupees Six Lacs Ten Thousand Five Hundred Ninety Five Only)						

Percentage quoted in figure and words:

Signature and address of contractor