

SHORT NOTICE INVITING TENDER
For Providing Earthing for 20 Nos Modular
operation Theatre installed at A-A1 Block &
B-B1 Block Hospital Building, AIIMS, Raipur.



आरोग्यम् सुखं सम्पदा

ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR

**OFFICE OF
THE EXECUTIVE ENGINEER
PROJECT CELL, AIIMS, RAIPUR**

NIT NO. : 05/EE/AIIMS/2018-19

NIT Issue Date : 31st August 2018

Last Date of Submission : 04th September 2018 (3.00 PM)

"Certified that, this tender document contains Twenty Nine pages only".

**Executive Engineer
AIIMS, Raipur**

Government of India, Ministry of Health & Family Welfare
Project Cell, AIIMS, Raipur

Name of the work: Providing Earthing for 20 Nos Modular operation Theatre installed at A-A1 Block & B-B1 Block Hospital Building, AIIMS, Raipur.

INDEX

1	Cover Page	01
2	Index	02
3	Information and Instructions to the Bidders	03 to 07
4	Special Conditions of Contract	08 to 09
5	Additional Conditions of Contract	10
6	Specification	11 to 13
7	Format I & Format-II	14-15
8	Affidavit form (Annex – I)	16
9	Technical Bid (Check List)	17
10	Declaration to be given by the Tenderer (Appendix-A)	18
11	Specimen Agreement Form	19 to 23
12	Performa of Schedules	24 to 26
13	Format for Performance Security/Bank Guarantee – Appendix ‘B’	27 to 28
14	Financial Bid	29

INFORMATION AND INSTRUCTIONS TO THE BIDDEERS

Sealed Tenders are invited from valid license holder (MV or above) contractors with work experience from central Govt, State Govt, Autonomous bodies, PSUs for the following work.

Ser. No.	Particulars	Particulars
1	NIT No.	05/EE/AIIMS/2018-19
2	Name of Work & Location	Providing Earthing for 20 Nos Modular operation Theatre installed at A-A1 Block & B-B1 Block Hospital Building, AIIMS, Raipur
3	Estimated Cost put to Tender (In Rs.)	Rs. 21,96,730/- (Rupees TWENTY ONE LAKH NINTY SIX THOUSAND SEVEN HUNDRED THIRTY only)
4	Earnest Money Deposit (In Rs.)	Rs. 43,935/- (Rupees FOURTY THREE THOUSAND NINE HUNDRED THIRTY FIVE only)
5	Period of Completion	Two Months (60 Days)
6	Last date & time of Submission of Tender	04 th September 2018 at 3.00 PM
7	Date & Time of Opening of Tender/Bid	04 th September 2018 at 3.30 PM onwards

1. The intending bidder must read the terms and conditions of tender document carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents / certificates required.

2. Information and instructions for bidders posted on web site shall form part of bid document.

3. The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and these to of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsraipur.edu.in

4. But the Bid can only be submitted after depositing (Non-Refundable, Cost of Tender Paper) for Rs 1000/- (Rupees ONE THOUSAND only) in favour of AIIMS, Raipur in form of Demand Draft.

5. The enlistment of the contractors should be valid on the last date of sale of Tenders. In case the last date of submission of bid is extended; the contractor should be valid on the original date of submission of bids. 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. original date of sale of Tender or on the extended date of sale of Tenders.

6. 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 a committee 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.

7. 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:-

- (a) **Criteria of eligibility for contractors:** 03(Three) similar works of earthing each of value not less than 40% of the estimated cost put to tender or 02 (Two) similar works of earthing each of value not less than 60% of the estimated cost put to tender or 01 (One) similar works of earthing each of value not less than 80% of the estimated cost put to tender in last Seven years. Xerox copy of work order and completion certificate must be submitted with Technical Bid.

8. To become eligible for issue of bid, contractors shall have to furnish an affidavit as under: -

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

9. Agreement shall be drawn with the successful bidders on prescribed Form of **AIIMS, RAIPUR** which is available on website www.aiimsraipur.edu.in Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

10. The time allowed for completion of work will be **Two (02) month** from the date of start as defined in schedule "B" or from the first date of handing over of the site.

11. The site for the work is available.

12. The Tender should be submitted in 02 (Two) parts i.e. Technical Bid & Financial Bid. The Technical Bid and the Financial Bid should be sealed by the Bidder in 02 (Two) separate Covers superscripted with name of work in both the envelopes as "**Technical Bid**" and "**Financial Bid**" respectively. Both sealed envelopes should be kept in a main/bigger envelope superscripted as "Tender for "Providing Earthing for 20 Nos Modular operation Theatre installed at A-A1 Block & B-B1 Block Hospital Building, AIIMS, Raipur" All the document(s) should be properly tagged with page reference have to be quoted on the Index Sheet.

- (a) **Envelope - 1. Technical Bid must contain (Refer Page-17):-**
- (i) **Tender Processing Fee for Rs. 1000.00/-** (Demand Draft in original).
 - (ii) **Earnest Money Deposit (EMD) for Rs. 43,935/-** (Demand Draft in original).
 - (iii) Xerox copy of self-attested valid MV or Above Electrical License/Registration.
 - (iv) Xerox copy of self-attested PAN Card.
 - (v) GST No. / Documents for applying for GST No.
 - (vi) Xerox copy of Experience Certificate(s)
 - (viii) Xerox copy of work order and completion certificate as per 7(a)

- (b) **Envelope - 2. Consisting of Financial Part of Tender (Refer Page-29).**

(c) All the above 02(Two) Envelopes (i.e. Envelope - 1 & 2) shall **be put in 03rd Covering Envelope** and must be **"superscripted"** with the subject Tender (i.e. name of the work).

(d) The Bidder(s)/Tenderer should also furnish their Office Address along with contact number on all the three Envelope(s) for reference.

(e) The Tender paper/documents can be downloaded from Official website & submitted through speed Post/Courier Services or can be dropped on Tender Box available in Office of **Executive Engineer, 1st Floor, Hospital Administrative Block, AIIMS, Raipur-492099**. For any query, **Executive Engineer (Civil), AIIMS, Raipur, Phone: 0771 - 2572930** may be contacted.

13. (a) **Tender Processing Fee: Rs. 1000.00 (Rupees ONE THOUSAND only) (Non Refundable)** shall payable to AIIMS Raipur through Demand Draft (DD)/Bankers Cheque (BC).

(b) **Earnest Money Deposit (EMD): Rs. 43,935 (Rupees FOURTY THREE THOUSAND NINE HUNDRED THIRTY FIVE only)** shall payable to AIIMS, RAIPUR through Demand Draft (DD)/Bankers Cheque (BC).

14. The bids submitted shall be opened **at 3.30 PM onward 04th September 2018**.

15. The bid submitted shall be come invalid and cost of Tender processing fee shall not be refunded if:-

- (a) The bidders are found in eligible.
- (b) The bidders do not submit all the documents as stipulated in the bid document.

16. **The successful Contractor will** require furnishing a Performance Guarantee of 5% (Five Percent) of Contract Value after receiving Letter of Acceptance in the form of Demand Draft/Fixed Deposit Receipt or Bank Guarantee from any nationalized Bank duly pledged in the name of “**AIIMS, RAIPUR**” which shall be kept valid for a period of 60 (Sixty) days beyond completion of all the Contractual Obligations. The Security Deposit can be forfeited by order of this Institute in the event of any breach of negligence or non-observance of any condition of Contract or for unsatisfactory performance or non-observance of any condition of the Contract.

Performance Security will be discharged after completion of Contractor’s Performance Obligations (including Warranty/Guarantee Period) under the Contract. In case the Contractor fails to deposit the said Performance Guarantee within the period including the extended period if any, the Earnest Money deposited by the Contractor shall be forfeited automatically without any notice to the Contractor. The format for Performance Security/Bank Guarantee (Page 27-28 refers) is as per Appendix ‘B’.

17. 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 mean suffices 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 bidders 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 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 bidders 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.

18. The Competent Authority on behalf of **Director, AIIMS, RAIPUR** does not bind itself 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.

19. 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.

20. 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.

21. Delayed/Late/Conditional quotations/Tenders shall not be accepted at all.

22. **Security Deposit of 5% of the Contract Value will be deducted from the final Bills.**
23. (a) The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.
- (b) The quoted rates shall be inclusive of GST.
- (c) Labour Cess will be deducted as per rule.
24. Conditional Bid will be rejected.
25. All the work shall be completed within **Two (02) Month** from the date of issue of work Order by the Institute. All the aspects of safe installation shall be the exclusive responsibility of the Contractor. If the contractor fails to complete the work on or before the stipulated date, than a penalty at the Rate of 0.50% per week of the total order value shall be levied subject to maximum of 10% of the total order value.
26. All arbitration shall be held in accordance with the provision of the arbitration and conciliation Act-1996 and the venue of arbitration shall be at RAIPUR. The decision of the Arbitrator shall be final and binding on both the Parties.
27. The Technical Bid(s) shall be opened first **on 04th September 2018** at 3.30 PM. Financial Bid of Bidders, whose Technical Bid is found to be eligible, will be opened later in presence of Bidders or the representatives. The Date & Time of opening of Financial Bid will be intimated to eligible Bidder(s) in time. After the evaluation of the Bid(s), AIIMS, RAIPUR will award the contract to the lowest evaluated responsive tenderer. Conditional Bid will be treated as unresponsive and will be rejected.
28. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in RAIPUR (Chhattisgarh), India only.
29. Bidder shall submit a copy of the Tender Document and Addendum/Corrigendum thereof if any, with each page of this document should signed and stamped to confirm the acceptance of the entire Terms & conditions as mentioned in the Tender Enquiry document.
30. All the work should be done as per CPWD Specification and relevant Codes.

Executive Engineer
AIIMS, RAIPUR

SPECIAL CONDITIONS OF CONTRACT

Name of work: Providing Earthing for 20 Nos Modular operation Theatre installed at A-A1 Block & B-B1 Block Hospital Building, AIIMS, 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:- Providing Earthing for 20 Nos Modular operation Theatre installed at A-A1 Block & B-B1 Block Hospital Building, AIIMS, 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.**

Executive Engineer

(Signature of the Bidder with Seal) Page 10

SPECIFICATIONS:

EARTHING SYSTEM

Earthing system should comply to the requirements specified below:

- 1) Earthing system should offer a **resistance less than 1 ohm** at end user at maximum height of building 5th floor throughout the years.
- 2) In places where Soil resistivity is more, multiple Copper Bonded electrodes may be installed to get the required value as per specialised firm recommendation ,if any.
- 3) . Length of the copper bonded rod or equivalent also can be increased to achieve low and stable resistance value.
- 4) Copper Bonded rods or equivalent are recommended as earth electrode.
- 5) Deep driven rods provide more stable and less Earth Resistance.
- 6) Doubling the length of the rod will reduce earth resistance up to 40 %, where as doubling the diameter will reduce the resistance by only 10 %, but may increase the cost by 4 times.
- 7) Lower earth resistance can also be achieved by increasing the number of earth rods or equivalent. E.g. 40 % reduction in earth resistance is possible if the rods are increased from 1 to 2.
- 8) The minimum spacing between earth pits should be equal to the length of the rod. Increasing the spacing between earth pits also reduces the earth resistance significantly.

Need and importance of Earthing:

Human and Personnel safety.

Equipment protection.

Provides low impedance path for fault currents.

To ensure good quality power.

Protection against lightning and transient currents, noise reductions, Limitation of EMI.

References:

IEC 60364: Low Voltage Electrical Installations-Part 5-54: Selection & Erection of Electrical equipment- Earthing arrangement & protective conductors.

IEC 62561: Lightning Protection system Components.

IEC 62305: Protection Against Lightning –Part 3: Protection of structures & life Hazards

UL 467: Grounding and Bonding Equipments

UL96: Lightning Protection System – Components

IS 2309: Code of practice for protection of buildings & allied structures from lightning

IS 3043: Code of practice for earthing.

Components of earthing system:

- Earth electrode
- Couplers and Connectors
- Inspection Chamber (Earth Pit)
- Earth enhancement material
- Connecting cable/tape/strip with accessories.

EARTH ELECTRODE:

The size of Earthing Electrode is 17.2mm Dia 1.5 Mtr length, 250 microns long copper bonded or tube of required dia, maintenance free, earthing electrode and ground filling compound will be provided in 25kg per bag & 2 bags required for each earth electrode or as per manufactures specification. Excavation of earth pit refilling etc. will be done as per the site requirement.

Ground Filling Compound filled surrounding to earthing electrode. It should absorb the moisture from surrounding area and it should be non corrosive in nature. It should maintain the constant ohmic value for long life. It should be supplied in packing of 25kgs bag (2 Bags required for each earthing *electrode* or as per specialized manufacturer requirement)

Couplers / Connecting clamps:

Couplers for interconnecting rods should be made of Brass or any other copper alloy, which is resistant to corrosion. For rods with self locking arrangements are preferable instead of couplers. Connectors for connecting Electrode with Earthing conductor/strip should be of Brass/copper alloy or copper coated steel. Fasteners should be made of Stainless steel. Size should be selected according to the electrode and earthing conductor dimensions.

CONSTRUCTION OF EARTH PIT CHAMBER:

The job includes providing earth pit chambers, Depth of the earth pit chamber should be 400 mm from the ground level. Earth pit chamber and cover should be at finished ground level so as not to hinder public/commuter movement at stations.

PROVIDING EARTH PIT COVERS:

(a) The job includes providing CI/RCC covers with necessary frame on the top portion of the earth pit chamber with suitable handle for lifting arrangement. A base frame of suitable dimensions shall be fixed to the top portion of the earth pit chamber to accommodate earth pit cover. Complete arrangement shall be at ground level. A base frame of suitable dimensions shall be fixed to the top portion of the earth pit chamber to accommodate earth pit cover.

b) The job includes painting of earth pit cover, wherever metallic earth pit covers are provided. For, the earth pit is to be provided with earth pit display board having identification number as per existing practice.

c) Inside portion of the pit shall be cleaned properly.

IDENTIFICATION OF EARTH PITS:

Earth pit display boards on top of an iron rod duly painted marked with of earth pit number, individual pit resistance, due date for measurement and name of location on the display board shall be provided by the contractor for each individual earth pit.

TESTING OF EARTHING:

The testing of earthing will be done in presence Executive Engineer or any representative of him at the time of testing. The earth value or megger value of earthing should be **below 1 ohm** as per **IS-3040** and Submitted to Executive Engineer after successful completion of work and before submission of final bill.

TESTING OF SOIL RESISTIVITY

The testing of Soil resistivity with Earth resistance Digital megger and submitting the test report with photograph of reading to the Executive Engineer before starting the work and at the time of release of security deposit i.e. 1 year. The cost is inclusive in rate and no extra claim will be raised by the agency for this test. Only achieving the resistivity less than 1 ohm at end user the bill of work will be recommended for payment to agency and nothing can be claimed after failure in test.

Format I**BRIEF DESCRIPTION OF THE FIRM/ Valid License holder contractor**

- a) Name of the firm/ Valid License holder contractor
- b) Year of registration (applicable in case of firm).
- c) Type of firm (Individual/Proprietary/Limited Company or any other),applicable in case of firm only :

Note:-

Provide documents in support of the details provided in above format, failing which the authenticity of the information may not be accepted.

Authorised Signatory of the Firm/ License Holder Contractor

Format II**EXPERIENCE OF COMPANY/ Valid License holder contractor (MV or above)**

(Experience of relevant and similar work completed during last three years and ongoing works) Use separate sheet for each work.

1.	Project title & Location:	
2.	Name of the Client and Address:	
3.	Describe area of Participation (Specific Work done/Services rendered by the applicant)	
4.	Period of Work Done	
5.	Total cost of work	
6.	Status of the work undertaken.	
7.	Any other details	

NOTE:

Supporting documents like certificates from the client may be attached.

Authorised Signatory of the Firm/ License Holder Contractor

Annexure – I

On the Non-Judicial Stamp Paper of Rs.100/-

AFFIDAVIT

I / We (Name of Person / Persons who presenting the affidavit) M/s (Name of Contractor's Firm / Company) (executing as a company / firm) who fulfil all the formalities who filling the affidavit works as a firm / Company, by this affidavit certify / certified that AIIMS,Raipur by inviting tender information Tender No. for (Name of work) for Dated..... in the capacity of inviting to the Tenders in tender documents, regarding the following information in certificates / documents presented, in that I / we personally agreed that we have given all the information, documents & certificates are true to our belief and I / we are fully responsible as :-

- (1) It is to certify that all the information given in this affidavit are true and correct.
- (2) That I / we presented by us,
 - (a) Amount submitted for Tender fees and original EMD in the form of Demand Draft and relevant Documents are true.
 - (b) Information given regarding with the Financial Qualifications & Annual Turnover is true & correct.
 - (c) Information regarding Work in Hand is true.
- (3) I / We have not **Black Listed / Debated** by Govt. of India / any Government of State Govt. / Department of State Govt.
- (4) That, My / Our Firm's / Company's No relative / any nearest relative is working in this firm.

OR

Nearest relative works as follows:-

Name Post Present Post-Establishment

- (5) that, the **No Criminal Case** has been registered or ongoing by any court against me/our/ firm.

Certified by Public Notary

With their Seal & Sign

Signature with Seal

Technical Bid (Check List)[In separate sealed Cover (*Envelope – 1*) superscripted as “**Technical Bid**”]

Ser. No.	Details of the Tenderer/Bidder	Details	Yes	No	Remarks
1.	Name of the Tenderer/Bidder				
2.	Complete Address				
3.	State clearly whether it is sole Proprietor or Partnership firm or a company or a government Department or a Public Sector Organization. (If not proprietorship, for which Certificate of Internship /Memorandum of Arbitration)				
4.	Details of the Earnest Money Deposit (EMD) (Yes/No) DD No. - Dated - Drawn on Bank - Amount - Rs. 43,935/- (Rupees FOURTY THREE THOUSAND NINE HUNDRED THIRTY FIVE only)				
5.	Details of Tender Processing Fee (The cost of Tender documents) (Yes/No) DD No. - Dated - Drawn on Bank - Amount - Rs. 1000/- (Rupees ONE THOUSAND only)				
6.	Whether each page of NIT and its annexure have been signed and Stamped.				
7.	Whether Bidders have quoted for each and every item mentioned in financial Bid (Yes/No) (If No, then please attach a list of quoted items with the technical Bid without indicating price)				
8.	Copy of GST Registration No.				
9.	Permanent Account No. and latest acknowledgement of IT Return				
10.	e-Mail ID if any				
11.	Contact No.				
12.	Contractor's License No(MV or Above)				
13.	Validity of (MV or Above) License				
14.	Affidavit (as per Page 16)				

Business Address: -

Name :

(Signature of Bidder with Firm's Seal)

Place: _____

Dated: _____

Executive Engineer

(Signature of the Bidder with Seal) Page 17

APPENDIX 'A'**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 Slips as available on website or in the office of Executive 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/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed 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 Agreement in letter and spirit and further agree that execution of the said 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 Agreement, which shall be in the line with Article-1 of the enclosed Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the 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.

Date :**(Signature of the Tenderer)**

(c) "I, S/o Sri resident of hereby certify that none of my relative(s) is/are employed in AIIMS, Raipur (Chhattisgarh). In case at any stage, it is found that the information given by me is false/ incorrect, AIIMS, Raipur shall have the absolute right to take any action as deemed fit without any prior intimation to me".

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

Date :**(Signature of the Tenderer)****Other Partners (if any):-**

1. Sri _____ S/o Sri _____ Signature: _____
2. Sri _____ S/o Sri _____ Signature: _____
3. Sri _____ S/o Sri _____ Signature: _____
4. Sri _____ S/o Sri _____ Signature: _____

(To be signed by the Bidder and same signatory competent/authorized to sign the relevant contract on behalf of AIIMS, Raipur).

(Specimen) **AGREEMENT**

This Agreement is made aton this..... day of..... 2018.

BETWEEN

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

AND

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

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

Preamble

WHEREAS, the Principal/Owner has floated the Tender (NIT No.)

(here in after refer red to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**Providing Earthing for 20 Nos Modular operation Theatre installed at A-A1 Block & B-B1 Block Hospital Building, AIIMS, 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 afore said both the parties have agreed to enter to this Agreement (hereinafter referred to as "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article - 1: Commitment of the Principal/Owner.

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

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

Executive Engineer

(Signature of the Bidder with Seal) Page 19

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender processor the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (P C Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

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

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

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

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/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 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.

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

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

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

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article - 3: Consequences of Breach.

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

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

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

3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive

suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article - 4: Previous Transgression.

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

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

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

Article - 6: Duration of the Pact.

1. This Pact begins when both the parties have legally sign edit. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this 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 **Raipur** of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not be unmade.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. should one or several provisions of this Pact turnout to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article - 8: LEGAL AND PRIOR RIGHTS.

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

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

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

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

WITNESSES:

1.
(Signature, Name and address)

2.
(Signature, Name and address)

Place :

Dated :

PROFORMA OF SCHEDULES**SCHEDULE 'A'*****(Reference to General conditions of Contract.)***

Name of Work : Providing Earthing for 20 Nos Modular operation
Theatre installed at A-A1 Block & B-B1 Block Hospital Building, AIIMS, Raipur.

Estimated Cost of Work : Rs. 21,96,730/-

(a)	Earnest Money	=	<u>Rs. 43,935/-</u>
(b)	Performance Guarantee	=	<u>5% of Tendered Value</u>
(c)	Security Deposit	=	<u>5% of Tendered Value</u>

SCHEDULE 'B'**GENERAL RULES & DIRECTIONS:**

Officer Inviting Tender :- Executive Engineer, AIIMS, Raipur

Definitions	See below
2 (v) Engineer-in-Charge	Executive Engineer , AIIMS, Raipur
2(viii) Accepting Authority	Director AIIMS, Raipur
2(x) Percentage on cost of materials and labour to cover all over heads and profit	15%
2(xi) Standard Schedule of Rates	As per Quotation & Market Rates
9(ii) Standard AIIMS Contract Form	GCC for CPWD Works - 2014 as amended and up to and including correction slip

Clause – 1.

- (i) Time allowed for submission of Performance : 07 Days
guarantee, Program Chart (Time & Progress) and applicable Labour Licenses, Registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance
- (ii) Maximum allowable Extension with late fee @ 0.1% : 7 days
of Performance guarantee amount beyond the

Executive Engineer

(Signature of the Bidder with Seal) Page 24

period provided in (i) above.

Clause – 2.

Authority for fixing compensation under Clause 2 : Superintending Engineer/
Director , AIIMS, Raipur

Clause – 2A.

Whether Clause 2A shall be applicable : No

Clause – 5.

Time allowed for execution of work : 2 (TWO) Months (AFTER ISSUE
OF WORK ORDER).

Time of start of work : Within seven days

Authority to decide fair & reasonable extension of time
for completion of work : Superintending Engineer/
Director , AIIMS, Raipur

Clause – 6A.

Whether Clause 6A shall be applicable : Yes

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 5.00 lacs

Clause – 7A.

Whether clause 7A shall be applicable : YES.

Clause – 10B (ii).

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

Clause – 10C.

: Not applicable.

Clause – 10CA.

: Not applicable.

Clause – 16.

Competent Authority for deciding reduced rates :Superintending Engineer/ Director ,
AIIMS, Raipur

Clause – 25.

Settlement of dispute & Arbitration : Director , AIIMS, Raipur

Clause – 36(i).

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

Value of Work	Ser. No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience in years	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
							(Figures)	(Words)
For Agreement amount up to Rs 150 Lakhs	(a)	Graduate Engineer OR Diploma Engineer	Electrical	Principal Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	Rs 15,000/-	Rs Fifteen Thousand only
For Agreement amount between Rs 150 Lakhs to Rs 500 Lakhs	(a)	Graduate Engineer	Electrical	Principal Technical representative	5 years	1	Rs 25,000/-	Rs Twenty Five Thousand only
	(b)	Graduate Engineer OR Diploma Engineer	Electrical	Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	Rs 15,000/-	Rs Fifteen Thousand only

Apart from above, other terms and conditions of **GCC (CPWD)-2014 with upto date correction slips** will also be followed.

APPENDIX 'B'**Format of PERFORMANCE SECURITY/BANK GUARANTEE**

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

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

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

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

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

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

6. I/We _____ further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to

the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

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

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

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

Dated the _____ day of _____ for _____

FINANCIAL BID**NIT NO. 05/EE/AIIMS/2018-19****Name of Work:- Providing Earthing for 20 Nos Modular operation Theatre installed at A-A1 Block & B-B1 Block Hospital Building, AIIMS, Raipur**

Item. No	Description	Unit	Qty.	Rate	Amount
1	Providing Electrically Conductive Concrete- Marconite or equivalent as per below specification A) Ultra Low Resistivity= .001 ohm M B) its PH value within the neutral range=6.8 PH C) All chemical tests are within prescribed limits and does not pollute earth water channel. D) Should create homogeneous mass with Portland cement to form concrete mix required for embedding of MS Copper bonded conductor. E) The electrode should be able to withstand fault current up to 80KA for 1 sec. It should comply to IS:3043 (latest version)	Kg	3500		
2	Providing Bore hole 130mm Dia. in all type of soil.	Metre	210		
3	Providing Copper Bonded Rod 17.2mm Dia. or tube of required dia. with all accessories.	Metre	210		
4	Providing Marconite component mixture or equivalent in bore well i.e. lowering and installation of necessary accessories and testing of resistivity less than one ohm at Each MOT and all complete as per instruction of Engineer in charge.	Metre	210		
5	Providing and Fixing 50 Sq mm insulated copper cable into PVC pipe of approved quality including all accessories	Metre	420		
6	Providing and Fixing Equipotential Bus Bar of approved standard.	Metre	20		
	Total Amount				
	Amount In Words:-				

Executive Engineer

(Signature of the Bidder with Seal) Page 29