

## **Terms and conditions:**

1. a) Tender processing fee as mentioned in respective work in the Tender Notice (Non-refundable) is mandatory to be paid through online mode i.e. Internet Payment Gateway( Credit /Debit Card) , net banking , NEFT/ RTGS .  
  
b) Bids along with necessary online payments must be submitted through e-Procurement portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) before the date and time specified in the tender notice. The department doesn't take any responsibility for the delay/Non Submission of Tender/Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/Holidays or any other reason."  
  
c) The details can be viewed on [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) & [www.igims.org](http://www.igims.org)
2. Cost of B.O.Q (non - refundable) and Earnest Money Deposit (Refundable) as mentioned in respective work in the Tender Notice shall be acceptable in the form of Demand Draft of any nationalized bank in favour of Director IGIMS Patna payable at Patna, with hard copy of technical bid being submitted in the office of the Director IGIMS Patna-14.
3. Bidders also has to submit hard copy of tender in sealed envelopes containing all related documents (hard copy) of Technical bid super scribed as "Technical Bid" and Price bid super scribed as "Price Bid" in two separate envelopes , both containing in third envelope super scribed as "Bid for Re- Tender of Short urgent tender notice Engg 11/EW/E-Tender/2021-22. This must reach to the office of the undersigned through Registered post/ Speed post/Courier Services only on or before the last submission day and time of tender as mentioned in Tender Notice . IGIMS takes no responsibility for the delay or loss in transit of any document related to this Tender.
4. a) IGIMS reserves the right to reject the lowest or in part any bid or all bids without assigning any reason.  
  
b) If it will be required or considered that certain item which has been quoted in non-schedule by the bidder and is not required while carrying out the work, such item or part will be excluded from the work without any obligation to the contractor. The Bidder will not have any claim on such items.
5. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders on their own cost, to acquaint themselves from the nature of the work and nature of the ground and sub-soil, the form and nature of the site, the means of access to the site, the volume of work involved, the Accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may in fluence or affect their work tender. The bidder shall be deemed to have full knowledge of the site, nature of work etc, whether he inspects it or not. It is to note that and no extra charges for complete work either in civil, electrical or mechanical work, etc will be paid to the contractor. Any misunderstanding or otherwise shall not be allowed.
6. The work to be awarded by this tender shall be treated as indivisible works contract.
7. IGIMS reserves the right to inspect the works intimated to have been completed by the applicant and reject any prospective application without assigning any reason.
8. The tender for the works shall remain open for acceptance for a period of 120 days from the date of opening of tenders.
9. **Completion period:** The completion period indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commission and handing over of the entire job to the satisfaction of the Executive Engineer Electrical.

## **10. Warranty:**

- 10.1 The contractor/supplier has to warrant that goods supplied under this work is new, unused and incorporate all recent improvements in design and materials and shall have no defect arising from design of used material or workmanship or from any actor omission of the contractor.
- 10.2 All the items covered in the BOQ, shall carry minimum twelve months onsite Comprehensive Warranty, commencing from the date of completion of entire job. The after – sales service support / warranty services has to be provided at IGIMS, Patna-14.
- 10.3 The repairing / rectification (if any) of the items under warranty must be done at site within 24 hours after intimation.
11. The bidder should submit along with the technical bid, the detailed plan for providing installation and warranty services at site. Prompt and efficient after sales service must be free within the warranty period.
12. The bidders name, dated signature & seal with acceptance should appear on each page of the Tender Document in the hard copy.
13. The bidder shall be responsible for the delivery of the material/ equipment to site and shall include in his bid all the necessary arrangement for transport, insurance, loading and un-loading (including cranes, lifting tackles, wire rope, winches, slings, etc.) and whatsoever required. All the necessary arrangement along with material for installation, testing and commissioning to complete the work will be contractor's responsibility. IGIMS will not accept any claims for additional costs in this regard.
14. If the contractor or his workmen or employees shall break, deface, injure, or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts, wires, etc. The contractor shall repair the same at his own cost. If failed, IGIMS will get it done by other agency and deduct the occurred expenses of which IGIMS decision is final.
15. **Safety:** The successful bidder shall follow the Safety Code and Model Rules for the Protection of health for Workers.

## **16. Coordination with Statutory bodies and outside agencies:**

- 16.1 a) The successful bidder shall be fully responsible for carrying out all coordination & liaison work as may be required with Electrical Inspector, M/s SBPDCL engineers / staff and any other statutory bodies for implementation and execution of the work.
- b) The successful bidder must get approval of Drawing & design of steel structure for DG set exhaust pipe before installation from NIT, Patna or authorized reputed agency with clearance certificate.
- 16.2 The application on behalf of the IGIMS for submission to M/s SBPDCL, Electrical Inspector and other statutory bodies along with copies of drawings, technical specifications complete in all respect shall be done by the successful bidder. The successful bidder will take the approval/ certificate well ahead of time so that actual commissioning is not delayed for want of inspection/ approval etc. The actual inspection work if required by the M/s SBPDCL engineers and Electrical Inspector shall be arranged by the successful bidder. However, official fees to M/s SBPDCL and Electrical Inspector / statutory bodies etc in this regard shall be borne by IGIMS.
- 16.3 The quality make and technical specification of all the items to be utilized by the successful bidder must get consent and approval by the Executive Engineer Electrical, before installation and utilizing it.

17 The successful bidder has to submit daily progress report and submit the measurement of the work to the Executive Engineer Electrical while execution of the work.

**18. Eligibility Criteria:**

18.1 The bidder should be registered and requirement in clause 43 of terms and Condition.

18.2 Only tender of those bidders shall be considered who have sufficient experience for execution of such type of works during past five years & have necessary resources to undertake the work tendered for to the satisfaction of the tendering authority.

18.3 All the bidders must furnish a list of agreements of similar nature work executed by them during last five years

18.4 All the bidders must submit past performance reports of any of such type of works carried out by them.

18.5 a) The bidders should have successfully carried out at least one of the following in the last Five years. Details should be submitted.

i) One completed similar and related work for which prospective bidder is bidding of aggregate cost not less than the amount equal to 80% of the estimated cost put to tender.

OR

(ii) Two completed similar works for which prospective bidder is bidding each costing not less than the amount equal to 50% of the estimated cost put to tender

OR

(iii) Three completed similar works for which prospective bidder is bidding each costing not less than the amount equal to 40% of the estimated cost put to tender.

18.5. b) Bidder should have all the necessary documents like GST registration, PAN, PF registration certificate, E S I certificate, work experience of similar work etc. He must enclose and up load the proofs of such documents.

c) Contractors / firms registered under, CPWD, BCD, Energy Department, PESU, Railway or in any government organization under which similar nature of work has been carried.

19. This Notice Inviting Tender (TENDER NOTICE) shall form a part of the contract document. The successful bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, sign the contract agreement within 15 days from the stipulated date of start of the work.

20. The successful bidder shall submit the program for execution of work, get it approved from the Executive Engineer Electrical and strictly follow the same for timely completion of the project work before start of the work.

21. The rate for all items of work shall include the cost of all labour, materials and all other inputs involved in the execution of the complete work and nothing extra on any account will be paid to the agency other than his quoted rates.

22. While installing or commissioning the contractor or his authorized representative should always be available at the site of work to take instructions from department officers and ensure proper execution of work.

23. The contractor shall maintain all work executed in good condition till the completion of entire work allotted to the contractor. No Payment will be made to the contractor for damages caused by rains, floods or any other natural calamity, whatsoever

during the execution of the work. The contractor shall be fully responsible for any

damage to the owner's property and to the work for which the payment has been advanced to him under the contract during the execution of the works.

24. The garbage, removed from the site shall be disposed off by the contractor at any suitable place as directed by the Executive Engineer Electrical
25. Material must be properly packed against any damage and insured up to the destination. The material should be directly dispatched to the installation site at IGIMS, Patna -14.
- 26.1 All the expenses involved in delivering, unloading etc. the equipment at our site, shall be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. IGIMS will have the right to reject the Component/equipment supplied, if it does not comply with the specifications at any point of installation, inspection and testing.
- 26.2 EMD is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of the tender.
27. If any equipment/material or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the replacement of damaged equipment or part thereof, as the case may be, at no extra cost.
- 28.1 Rates should be quoted including the cost of inspection, testing of material at the manufactures premises by IGIMS representative before dispatch, supply at site, unloading, erection, commissioning, testing and maintenance of supplies / materials given under BOQ, including all the prevailing taxes applicable at the time and others which may be deducted at source.
- 28.2 The contractor shall put up the written request to IGIMS at least Ten (10) days in advance for pre dispatch inspection of the machine/ equipment of the ordered work at manufacturer's premises, well ahead of the contractual delivery period to enable the inspection within the contractual delivery period.
- 28.3 Travelling expenses, lodging and boarding charges etc. of IGIMS officer for pre-dispatch inspection shall be borne by the successful bidder.
- 28.4 Successful bidder shall arrange the road permit and insurance of the materials against loss, damage, transportation, storage etc. at their cost.
29. Along with TDS or any applicable taxes, 1% labour cess will be deducted from the successful bidder's bill as per prevailing Bihar state government rules.
30. IGIMS shall have the sole right to assess the performance of the tendered equipment(s) /components, primary / intermediate and or final, and reject the same without assigning any reason/ explanation to the bidder if the performance is found to be unsatisfactory. The decision of IGIMS will be final and binding on the contractor.
31. Price basis should be FOR, IGIMS Patna only. The quoted price will be considered firm and no price escalation will be permitted.

### **32. SECURITY DEPOSIT:**

The amount of Security Money shall be 10% (Ten Percent) of the work order Value- and deduction/deposit shall be made in following manner.

- a) Security Deposit of Five Percent (EMD=2% and ISD =3%) of the estimated value, which has to be deposited by the contractor through D. D. payable to Director IGIMS Patna and remain with IGIMS till expiry of warranty period.

- b) Balance 5% (Five Percent) Security Money shall be deducted from each running account bill of work done under this work order.
33. Security deposit shall be refunded after expiry of warranty period (12 months from the date of completion of work) provided, there are no defects in work and has Satisfactorily removed all surplus material, rubbish from site. The Security deposit shall be totally non-interest bearing and the bank guarantee, if furnished, shall also not entail any liability towards bank interest, money or bank charges etc. on IGIMS.

**34. Payment:**

The contractor on signing an indenture in the form to be specified by the Executive Engineer Electrical, shall be entitled to be paid, during the execution of works, up to 70% of the agreement value of any materials, are non-perishable and which have been procured and adequately stored against damage, but which have not been incorporated in the works at the time of making advance. This secured advance shall be subject to the following the materials are in accordance with the specification for works.

- ii) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Executive Engineer Electrical.
- iii) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Executive Engineer Electrical.
- a) Final payment will be released after satisfactory completion of the complete work i.e. successful supply, installation, Testing and commissioning, charging after getting the clearance from Electrical Inspector, other related statutory bodies, successful load trial of the installation and acceptance by the IGIMS as per agreement through Measurement book. All the payment shall be made on actual measurement basis.
35. Penalty for delayed services in the event of the contractor failing to comply to complete work within the completion period shown against each work in the tender and which starts from the day of the handing over the written order to the contractor, he shall be liable to pay as compensation and amount equal to 0.5 % on the amount of the estimated cost of the whole work per day, that the due quantity work remains incomplete provided that the entire amount of compensation to be paid under this provisions of this clause shall not exceed 10 % of total order value for the work.
36. The contractor shall clear the site thoroughly of all scaffolding materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Executive Engineer Electrical before the work is considered as complete.
37. The quoted rate shall be complete in all respects including the cost of all materials, labour, tools & plants, machinery, Deductable Bihar Government taxes etc prevailing at the time of payment. IGIMS shall not be supplying any material, labour, plant etc.
38. The contractor has to ensure co-ordination with Institute authorities to maintain the smooth functioning / operation of existing Institute timing without disruption during the execution of work. This may require working rescheduling the normal working hours, working in restricted period etc. Nothing extra shall be payable on this account.
39. Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Executive Engineer Electrical. Double handling of materials or excavated earth if required shall have to be done by the contractor at his own cost.
40. In the case of any tender where unit rate of any item/ items appear unrealistic, such item/tender will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be \

disqualified and rejected.

41. On account of security consideration, some restrictions may be imposed by the security staff on the working and movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.
42. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rates for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
- 43. Technical Bid shall contain:**
  - 43.1 Non-Refundable cost of B.O.Q. amounting to the respective column and work of this TENDER NOTICE in the form of D.D. drawn on any nationalized bank in favour of "Director IGIMS" payable at Patna.
  - 43.2 Refundable Earnest Money Deposit (EMD) amounting to the respective Column and work of this TENDER NOTICE in the form of DD drawn on any Nationalized bank in favour of "Director IGIMS" payable at Patna. Tenders without cost of BOQ & EMD shall be rejected without any notice.
  - 43.3 In addition to above the following documents are to be uploaded and hard copy should be submitted in the Technical bid. All notarized and affidavit tender documents must be submitted in original copy along with signature & stamp.
    - 43.3.1 Forwarding letter clearly indicating the documents attached therein submitted in the first cover.
    - 43.3.2 Notarized copy of registration of the firm/ contractor in appropriate class of this Tender Notice, in any of these organization registered under CPWD, BCD, Energy Department, PESU, Railway or in any government organization under which similar nature of work has been carried may participate in this tender.
    - 43.3.3 Notarized copy of Permanent Account Number of the bidder issued by the Commissioner of Income Tax with up-to-date clearance certificate.
    - 43.3.4. Notarized copy of
      - i) GST registration, with updated challan
      - ii) P.F. registration with updated challan
      - iii) E.S.I Certificate with updated challan
      - iv) Valid Character certificate
    - 43.3.5. Valid Electrical Contractor License/ supervisor licence of the suitable class in the name of the bidder or its associate, issued from the competent government licensing authority, for electrical work. In case of bidder's associate holds the license the contractor has to submit on Rs.1000.00 Non-judicial stamp of this subject that all the electrical work will be carried out Under supervision of electrical license holder.
    - 43.3.6 Notarized copy of Annual Turnover certificate issued from the registered Chartered Accountant for last three financial Years. With update clearance Certificate.
    - 43.3.7. Notarized copy of experience certificates of similar work, supported with TDS certificate if private experience certificate is submitted . "Similiar nature of work

means the working experience in SITC or AMC or Rectification of Lifts and VRV/VRF or Ductable or Package or chillar based air- conditioning works”.

- 43.3.8.1 Bidders submitting their bids of this Tender Notice are required to submit the complete technical specification, related Drawings, etc. for which they have quoted items mentioned in BOQ. The bidders who do not submit all above mentioned point wise details and documents then it shall not be considered and will be rejected in the technical bid without any notice.
- 43.3.9 Notarized copy of Details of full time technical staff with qualification and experience of each suitable for carrying respective work for which the bidder has submitted the bid.
- 43.3.10. Notarized Ownership copy of List of necessary machine, Tools & provisions (Insulation meger, Earth meger Crimping tools Cable jointing tools etc), possessed by the bidder for use in the electrical and civil respective works for which the prospective bidder is submitting the tender.
- 43.3.11 Affidavit before 1st class magistrate/ Executive Magistrate on Rs.1000/- Non-Judicial stamp issued during the period of tender that it has not been blacklisted, debarred, declared non-performer or expelled by Union Govt/State Govt / PSU's during the last 5 years. In the absence of this Certificate, the Bid is liable to be rejected.
- 43.3.12 (a) Notarized copy Bar chart showing the time schedule for completing the work.
- 43.3.12 (b) Notarized copy Bid capacity of Bidder.
- 43.3.13 Affidavit on Rs.1000.00 Non- Judicial stamp for 25% cash investment
- 43.3.14 Bidders submitting their bids for this short tender notice are required to Submit the name of the brand / OEM name along with address, its complete technical specification, related OEM catalogue ,Drawings, etc. for which they have quoted items mentioned in Non schedule items of BOQ in price bid. (for Air conditioning- Carrier, Hitachi, O General, Mitsubishi or equivalent. And Lift – OTIS, ThyssenKrupp, Kone or equivalent.)
- 43.3.15 An affidavit before first class Magistrate of Rs. 1000.00 (non-judicial stamp) stating that "In case any ambiguity is noticed in the documents submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law" shall be submitted by the Firm/Agency with Technical – Qualification Document. (Original copy)

Please note in the absence of any of the documents mentioned clause 43.1 to 43.3.15, the Bid is liable to be rejected

44. **All required papers in original if desired will be shown by the bidder only to Executive Engineer (Electrical)/Superintending Engineer, IGIMS on next working day at 1.00 PM of opening of technical bid. In case of non production of original documents the bidders will be declared technically non responsive.**

45. **Special terms and condition:**

- a) FR wires shall be used everywhere inside/outside all panels/equipment/building.
- b) Copper material (strip, plate, etc.) shall have conductivity greater than 95% in all applications.
- c) Each Earth conductor (for earthing) shall not left bare it will be through ISI mark PVC pipes to avoid corrosion & mechanical injuries.

- d) All meters of whatever type shall be of digital type unless & otherwise specified.
- e) Electrical panel cubicle shall be of minimum 16 SWG CRCA sheet with 7 tank treatment process.
- f) Failure on the part of the client to inspect or to reject after inspection any work, which later proves to be defective, shall not relieve the Contractor from warranties, commitments and obligations, which he undertakes under this contract. The contractor is solely responsible for the accuracy, quality and completeness of his work and supply. IGIMS at his discretion shall order reinsertion of the whole / part of the material found faulty during inspection. The Contractor shall attend to all the comments noted by IGIMS.
- g) The Contractor shall include and provide for securely protecting and packing the equipment in accordance with the best established practices so as to protect the contents from damage during transit, storage, exposure to heat, moisture or rain. Notwithstanding the above, the Contractor shall be entirely responsible for loss, damage or deterioration to the materials occasioned by faulty, defective or insecure packing.
- h) If required obtaining approvals from Electrical Inspector, Local Electricity Supply Authority and all other statutory authorities for the complete scope of work is contractor's responsibility. It is not the intent to specify completely here in all aspects of design and constructional features of equipment and details of the work to be carried out nevertheless, the equipment and work shall conform in all respects to high standards of engineering, design and workmanship and shall be capable of performing and continuous commercial operation in a manner acceptable to the owner who are interpret the meaning of the specifications and drawing and shall have right to reject or accept any work or material which in his assessment is not complete to meetings requirement of these specifications and or applicable codes and standards mentioned elsewhere in these specifications.
- i) All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.
- i) Executive Engineer(Electrical) and authorized representative shall have at all reasonable times access to the Contractor's premises or works and shall have the power at all reasonable time to inspect and examine the materials and workmanship during its manufacturing or erection or if part of works is being manufactured or assembled at other premises or works.
- j) The Contractor shall arrange all the materials and labour required for inspection of equipment or for any testing to be carried out at his works or at site. Notice for such inspection/presence for testing shall be given to the Executive Engineer (Electrical) by the Contractor at least fifteen (07) days in advance.
- k) Not with standing approval of tests or equipment by the Executive Engineer (Electrical) the contractor shall be required to perform site tests and prove the correctness of ratings and performance of equipment/machinery and materials supplied and installed by the contractor as per the contract specifications and conditions. Executive Engineer (Electrical) shall reserve the right to reject any equipment/machinery/material should it, on tests after erection, be found not to comply with contract specifications. Executive Engineer (Electrical) shall have full power to order the material or work to be tested by an independent agency at the electrical Contractor's expense in order to prove soundness & adequacy.
- l) All quantities indicated in BOQ are tentative which may vary as per site conditions. Contractor has to verify quantities before e-procuring the material.



- m) All materials and equipment shall be brand new. On arrival of the materials at site they shall be inspected and tested by the Executive Engineer (Electrical) and shall have free access to the site. They shall have full powers to examine the materials and Workmanship of the equipment at the contractor works or at any other place from where the material or equipment is obtained. The contractor shall give every facility to the Executive Engineer (Electrical) and his representatives and necessary help for inspection, examination & testing of the materials. Original test certificates of the manufacturer's shall be submitted by the Contractor for all major equipment before they are accepted by the Executive Engineer (Electrical). Acceptance of any material or equipment shall in no way relieve the Contractor of his responsibility for meeting the requirements of the contract.
  - n) Electrical and civil work done under this contract shall be executed by licensed men under the supervision of licensed electrical supervisor as per the Indian Electricity act.
  - o) Contractor shall obtain the approval of all electrical installation done under this contract from the appropriate competent authority before the installation and commissioning if required as per rules.
  - p) All tools and tackles required for handling of equipment and materials at site of works as well as for their assembly, erection, commissioning and also necessary test instruments shall be the responsibility of the contractor.
  - q) The Contractor shall provide for the tendered equipment comprehensive warranty for parts as well as labour for a period of 12 months from the date of successful installation & commissioning of the equipment at Purchaser's site at no extra charges against any manufacturing defect/faulty workmanship. In case any defect arises during warranty period, the Contractor should replace/rectify the same at its own cost at site/works.
  - r) Bidder will quote and upload their lowest for schedule items in percentage and lowest item rate for non-schedule items in the format of BOQ attached rate in the separate envelope of Price bid.
  - s) A Detailed Bar Chart shall be submitted by the contractor before actual commencement of the work the tendered rates/prices for the work shall be deemed to include the cost of preparation, supply and delivery of all necessary drawings, prints, tracings and negatives which the Contractor is required to provide in accordance with the contract.
46. **Incidental Services**- Subject to the stipulation in the Technical specification contractor will be required to perform all the following services-
- a) Providing required jigs and tools for assembly, start-up and maintenance of the equipments.
  - b) Supplying 3 sets of operation & maintenance manual for the ACBs, its used protection relays etc.
  - c) Training of IGIMS operators for operating and maintaining the electrical equipments and auxiliaries.
  - d) Providing spares, after sales and services during and after the tenure of the contract.
  - e) Ensuring the maintenance service after expiry of the warranty period.
  - f) On site, erection, testing and commissioning of all the equipment including provision of expert supervision, services of skilled, semi skilled and unskilled Labour as may be necessary and supply of tools and all other materials and equipment as required.
  - g) Providing power and control drawing (s) technical literature/photos/cut views etc. as may be considered necessary to demonstrate that the equipment offered by the contractor.

**Note:- Submit an affidavit before the Magistrate/ Notary on stamp paper of Rs. 1000 (Non-judicial) stating that "In case any ambiguity is noticed in the documents submitted that any stage, we shall be entirely responsible and liable for any action as deemed fit under the law" shall be submitted by the Firm/Agency with Technical – Qualification Document.**

**Director  
IGIMS Patna**