

## **INSTRUCTION TO TENDERER**

1. Cost of B.O.Q (nonrefundable) and Earnest Money Deposit (Refundable) shall be acceptable in the form of Demand Draft of any nationalized bank in favour of Director IGIMS Patna payable at Patna, of any nationalized bank having branch at Patna, with hard copy of technical bid being submitted in the office of the Director IGIMS Patna-14.
2. Bidders has to submit sealed envelopes containing hardcopy of Technical bid and Price bid in two separate envelopes super scribed as “Technical Bid and “Price Bid” of the Tender containing in third envelope. 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. IGIMS takes no responsibility for the delay or loss in transit of any document related to this Tender Notice. It is assumed that bidders will quote his rate considering all types of taxes etc.
3. IGIMS reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.
4. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders on his 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 influence 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 be allowed.
5. The work to be awarded by this tender shall be treated as indivisible works contract.
6. 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.
7. The tender for the works shall remain open for acceptance for a period of 180 days from the date of opening of tenders.
8. 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 Engineer - in - charge.
9. Warranty  
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 have to be provided at IGIMS, Patna-14. The repairing / rectification, if any of the items under warranty must be done at site only within 24 hours.
10. 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.
11. The bidders name, dated signature & seal should appear on each page of the Tender Document which is required to be submitted with technical bid in the form of hard copy.
12. The bidder shall be responsible for the delivery of the material/ equipment to site and shall include in his bid all the necessary arrangements for transport, loading and off-loading (including cranes, lifting tackles, wire rope, winches, slings, etc. 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.

13. 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 make the same good at his own expenses. IGIMS may cause the same to be made good by other workmen and deduct the expenses of which IGIMS decision is final.

14. Safety

The successful bidder shall follow the Safety Code and Model Rules for the Protection of health and sanitary arrangement for Workers.

15. The quality of all the materials to be utilized by the successful bidder must be get approved by the Executive Engineer Electrical before utilizing it.

16. 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.

17. Eligibility Criteria:

i) Experience certificate of work done not less than 80% value of single work or two work of 50% value or three work of 40% value of estimated amount and IT Return in the last three years ending march 2018.

ii) Bidder should be having all the necessary documents like GST, PAN, Registration, experience etc. He must enclose the Self attested photocopies of these documents.

iii) Notarized copy of Valid Electrical License in the name of the bidder or its associate, issued from the competent government licensing authority.

18. This Notice Inviting Tender (NIT) 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.

19. The contractor shall submit the program for execution of work, get it approved from the Electrical Executive Engineer and strictly adhere the same for the timely completion of the project work before start of the work.

20. 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.

21. 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.

22. The contractor shall maintain in good condition all work executed 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 Owners property and to the work for which the payment has been advanced to him under the contract during the execution of the works.

23. The malba /garbage, removed from the site shall be disposed off by the contractor at any suitable place as directed by the Engineer-In-Charge.

24. 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.

25. 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, 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.

26. 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.

27. Rates should be quoted towards Supply at site, Unloading, Erection, Commissioning, Testing and Maintenance of Supplies / Materials given under BOQ, accordingly by giving the basic price, GST, Service Tax, etc. wherever applicable.

28. Along with slandered deduction, 1% labour cess will be deducted of the completed work as per prevailing Bihar state government rules.

29. 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.

30. Price basis should be FOR IGIMS Patna only. The quoted price will be considered firm and no price escalation will be permitted.

### 31. 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.

Ernest money deposit and Initial Security Deposit of (Five Percent) of the accepted/agreed 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.

- a) Balance 5% (Five Percent) Security Money shall be deducted from each running account bill of work done under this work order.

32. Security deposit shall be refunded after expiry of warranty period (12 months from the date of completion of work order) provided, there are no defects in work and 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.

### 33. Payment

The payment will be released after satisfactory completion of complete works as per agreement through Measurement book. Security deposit will be released after two months beyond warranty period. All the payment shall be made on actual measurement basis.

### 34. Compensation for Delayed Services

In the event of the contractor failing to comply to complete work within the completion period shown against the each work in the tender and which starts from the day of handing over the written order to the contractor he shall be liable to pay as compensation an 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.

35. 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 Engineer before the work is considered as complete.

36. The quoted rate shall be complete in all respects including the cost of all materials, labour, tools & plants, machinery etc. IGIMS shall not be supplying any material, labour, plant etc.

37. 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.

38. Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Electrical Executive Engineer. Double handling of materials or excavated earth if required shall have to be done by the contractor at his own cost.

39. In the case of any tender where unit rate of any item/ items appear unrealistic, such 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.

40. 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.

41. 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.

42. Technical Bid shall contain:

A) Non-Refundable cost of B.O.Q. amounting to the respective Column and work of this NIT in the form of crossed DD drawn on any nationalized bank in favour of "Director IGIMS" payable at Patna.

B) Refundable Earnest Money Deposit (EMD) amounting to the respective Column and work of this NIT in the form of crossed DD drawn on any Nationalized bank in favor of "Director IGIMS" payable at Patna. Tenders without cost of BOQ & EMD shall be rejected without any notice. In addition to above the following documents are to be uploaded and hard copy should be submitted in the Technical bid.

a. Forwarding letter clearly indicating the documents attached therein submitted in the first cover.

b. Self attested copy of Registered Partnership deed if the tenderer is a partnership firm and power of attorney.

c. Self attested copy Permanent Account Number of the tenderer issued by the Commissioner of Income Tax.

d. Self attested copy of valid GST Certificate issued from Sales tax Department.

e. Self attested copy of Valid Electrical Contractor License issued from Govt. department to the firm or its associate.

f. Self declared Details of works of similar type and magnitude carried out by the Contractor in Last 5 Years.

g. Self declared Details of technical personnel available with contractor

h. self attested Copy of List of Tools, Plant and Machinery Immediately available with the Tenderer for use on the respective work for which prospective bidder is submitting the tender.

i) The Bidder should submit a Notarized certificate 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 Certificate, the Bid is liable to be rejected.

### **Special terms and condition**

- a) FRLS wiring 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) 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.
- e) 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.
- f) 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.
- g) All sundry fittings, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items is included in the quoted price.
- h) 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 Electrical Executive Engineer by the Contractor at least fifteen (15) days in advance.
- i) Notwithstanding approval of tests or equipment by the Electrical Executive Engineer 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. Engineer-in-Charge shall reserve the right to reject any equipment/machinery/material should it, on tests after erection, be found not to comply with contract specifications. Engineer-in-Charge 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.
- j) All quantities indicated in BOQ are tentative which may vary as per site conditions. Contractor has to verify quantities before procuring the material.
- k) All materials and equipment shall be brand new. On arrival of the materials at site they shall be inspected and tested by the Electrical Executive Engineer and his representative shall at all reasonable time have free access to the site of assembly. 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 engineer-in-charge 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 Engineer-in-Charge. Acceptance of any material or equipment shall in no way relieve the Contractor of his responsibility for meeting the requirements of the contract.

- l) Electrical work done under this contract shall be executed by licensed men under the supervision of licensed electrical supervisor as per the Indian Electricity act.
- m) 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.
- n) 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.
- o) 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.
- p) 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.

Director  
IGIMS Patna-14