

Tender Document

For

Major & Minor electrical works as and when required basis

Ref. no. 5464/RMLIMS/Electrical/2019-20, dated 28.01.2020

E-tender Portal: <http://etender.up.nic.in>

Important dates-

Sl.	Particulars	Date & Time
1	Purpose	Selection & appointment of a contractor/firm/agency to carry out the major and minor electrical works as and when required basis at the various campus of the Institute.
2	Publishing date of NIT	29.01.2020
3	Period of e-bid submission	From 29.01.2020 at 2:00 PM to 18.02.2020 up to 4:00 PM
4	e-Bid opening date & time	19.02.2020 at 11:00 AM
5	Venue of Bid opening	Conference Hall, Ground floor, Administrative Building, Dr. Ram Manohar Lohia Institute of Medical Sciences, Vibhuti Khand, Gomti Nagar, Lucknow - 226010 (UP)

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Dr. Ram Manohar Lohia Institute of Medical Sciences,
Vibhuti Khand, Gomti Nagar, Lucknow - 226010 (UP)
Phone: 0522-4918504, 49185512 Website: www.drrmlims.ac.in,
E-mail: director@rmlims@gmail.com

Ref.no. 5464/RMLIMS/Electrical/2019-20dated: 28.01.2020

e-Bid Notice

e-bids are invited in two bid system from all eligible & reputed contractors/firms/agencies for various electrical jobs in accordance with specifications and schedule of rates of UPPWD & Delhi (CPWD) for electrical works. The details of tender documents are available on e-tender portal www.etender.up.nic.in. e-bids can be submitted from 29.01.2020 to 18.02.2020 up to 04:00 PM & will be opened on 19.02.2020 at 11:00AM onwards. The Director reserves the right to accept or cancel any or all e-Bids or annul the bidding process at any stage without assigning any reason thereof.

Director

Letter of Invitation

1. Through this e-tender, Dr. RMLIMS, Lucknow is intended to invite three-bids in two bid system from all eligible & reputed contractors/firms/agencies for various electrical jobs in accordance with specifications and schedule of rates for electrical works for various campus of the Institute.
2. All Bidders are advised to study the e-Bid document carefully before submission of their bids.
3. Submission of e-Bids against this e-tender shall be deemed to have been done after careful study and examination of the procedures.
4. All Bidders should be registered with e-procurement system of government of Uttar Pradesh.
5. All interested Bidders may view, download e-Bid documents and submit their e-Bids online only on e-tender portal <http://etender.up.nic.in>, up on the date and time as mentioned below:-
6. **Schedule of Requirements-**

Purpose of the Tender	Selection & appointment of a contractor/firm/agency to carry out the major and minor electrical works as and when required basis at the various campus of the Institute.
Date of Publication of e-Bid notice	29.01.2020
Period for submission of Bid	From 29.01.2020 at 02:00 PM to 18.02.2020 up to 04:00 PM
Date of opening of e-Bids	19.02.2020 at 11:00 AM
Cost of e-Bids (Non-refundable)	Rs. 1180.00 (including GST@18%) payable by NEFT/ RTGS in favour of the Director, Dr. RMLIMS, Lucknow in A/c no.3926000100166659 of Punjab National Bank, Vivek Khand, Gomti Nagar, Lucknow IFSC code: PUNB0392600
EMD (Refundable)	Rs. 50,000.00 (Rs. Fifty thousand only) payable by NEFT/ RTGS in favour of the Director, Dr. RMLIMS, Lucknow in A/c no. 3926000100166659 of Punjab National Bank, Vivek Khand, Gomti Nagar, Lucknow IFSC code: PUNB0392600
Performance Security to be submitted by successful Bidder (Refundable)	Rs. 3,00,000.00 (Rs. Three lakh only) in the form of Bank Guarantee of a Scheduled/Nationalized bank drawn in favour of Director, Dr. RMLIMS, Lucknow.
Period of Contract	Initially for a period of one year extended upto three years subject to satisfactory services given by the contractor/firm/Agency.
website for submission of e-Bid	https://etender.up.nic.in
Bid Validity	180 days from the last date of submission of e-Bid
Website address of Institute	www.drrmlims.ac.in
E-mail address	directordrrmlims@gmail.com

Contact numbers	Phone: 0522-4918504 &0522-4918512
Tender Inviting Authority (TIA)	The Director, Dr. RMLIMS, Lucknow
Venue of Opening of e-Bids	Conference hall, Ground floor, Administrative building, Dr. Ram Manohar Lohia Institute of Medical Sciences, Gomti Nagar, Lucknow.

7. The Director reserves the right to accept or cancel any or all e-Bids or annul the bidding process at any stage without assigning any reason thereof.
8. All required documents must be uploaded by the Bidders electronically in the PDF format. It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-tender portal <http://etender.up.nic.in>. The required electronic documents for each document label of Technical schedules/section can be clubbed together to make single different files for each label. The size of single label file should not exceed 20-25 MB size.

DIRECTOR

Dr.RMLIMS, Lucknow

Instructions to Bidders

1. DEFINITIONS

In this Context, the following terms shall be interpreted:

- “The Institute” means Dr. Ram Manohar Lohia Institute of Medical Sciences, Vibhuti Khand, Gomti Nagar, Lucknow-226010.
- “e-Bid” means the Technical proposal and the Financial proposal.
- “Instructions to Bidders” means the document which provides all information to all interested Bidders to prepare their Bids. This document details out the process of selection of the Bidder for the work mentioned in this tender document.
- General terms & conditions which explains the objectives, activities, tasks to be performed and expected results and deliverables of the assignments, respective responsibilities of the successful Bidder.
- Contractor/firm means- Who has valid “A” class electrical license issued by competent authority i.e. Directorate of Electrical safety, Govt. of Uttar Pradesh.

2. THE BIDDING DOCUMENT

This e-tender document is available on the e-tender portal <http://etender.up.nic.in> to enable all before Bidders to view and download the Bidding documents or to submit their e-Bids on or the last date and time mentioned in e-tender document and e-tender portal <http://etender.up.nic.in>.

3. CONTENTS OF E-BID DOCUMENT

The nature and types of work required, Bidding procedure, terms and conditions etc. are prescribed in the e-bid document. The e-bid document includes:

- Letter of Invitation
- Instructions to bidders
- General Terms & Conditions
- Format of Affidavit
- Prescribed Format for submission of Technical Bid (Part I)
- Prescribed Format for submission of Financial Bid (Part II)

All the Bidders are expected to examine all the instructions, forms, terms & conditions, requirements qualifications etc. in the e-tender documents. Failure to furnish all the information required as per the Bidding documents or submission of an e-Bid Non- responsive to the e-tender document in every respect will be at the Bidder’s risk and may result in the rejection of his e-Bid.

4. CLARIFICATIONS OF E-TENDER DOCUMENTS

A prospective Bidder requiring any clarification of the e-tender documents may raise his point of clarification to NIC e-mail support-eproc@nic.in, (M) 8826246593, (O) 0120-4200462, 0120-4001002, 0120-4001005

5. AMENDMENT OF E-TENDER DOCUMENT

At any time prior to the deadline for submission of e-Bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-tender document by amendments. All such amendments shall be posted/ uploaded on the e-tender portal <http://etender.up.nic.in> through corrigendum and shall form an integral

part of the e-Bid documents. The relevant clauses of the e-tender documents shall be treated as amended accordingly.

It shall be the sole responsibility of the prospective Bidders to check the e-tender portal <http://etender.up.nic.in> from time to time for amendments in the e-Bid document. In case of failure to get the amendments, if any, the Institute shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Institute at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/up-loaded on the e-tender portal <http://etender.up.nic.in>.

6. PREPARATION & SUBMISSION OF e-Bids

• Documents Constituting e-Bid

e-Bids prepared by the Bidder shall comprise the following components:

- a) Technical Proposal (Part-I)
- b) Financial Proposal (Part-II)

• Documents Establishing Bidder's Qualification

The Bidder shall furnish, as Part-I of Technical Proposal, documents establishing the qualification to perform the Contract. The documentary evidence in support of the information should be submitted by the Bidder electronically in the PDF format. The Bidder's eligibility criteria and selection procedure are defined in the e-Tender document.

It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

7. FORMAT AND SIGNING OF E-BIDS

The Bidder shall prepare one electronic copy for the e-Bids. Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages/ documents of e-Bid shall also be signed manually by the person authorized to sign e-Bids before converting them into PDF and uploading them as bidding documents.

8. SUBMISSION OF E-BIDS

The e-Bid Submission module of e-tender portal <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online against the e-tender published by the Institute. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible.

The Bidders have to follow the following instructions for submission of their e-Bids:

For participating in e-tender through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-tender portal <http://etender.up.nic.in> for getting a valid User ID and password and the required training/ assistance etc. on e-tender portal.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out

his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, Government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website www.uplc.in along with the payment of fee of Rs 1708/- per person including GST, the Bidder is also advised to register his/her DSC on e-tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against e-tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The Institute shall not be held responsible if the Bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to e-Bid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study hem carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format.

After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents format for submission of Technical proposalof this e-tender document.

Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid opens to ensure that the Bid documents are protected, stored and opened by concerned Bid opens only.

After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

9. DEADLINE FOR SUBMISSION OF E-BIDS

- E-Bids must be submitted by the Bidders on e-tender portal <http://etender.up.nic.in>, not later than the date and time specified in this e-tender document.
- The Institute may extend this deadline for submission of e-Bids by amending the e-tender document in accordance with ITB Clause 5, in which case all rights and obligations of the Institute and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- Institute shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender by any prospective Bidder. E-Bids should be uploaded on e-tender portal <http://etender.up.nic.in>.

10. LATE E-BIDS SUBMISSION

The server time indicated in the Bid Management window on the e-tender portal <http://etender.up.nic.in> will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/ her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/ her e-Bids are not submitted in time due to any reasons.

11. WITHDRAWAL AND RESUBMISSION OF E-BIDS

At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The e-Bids submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clauses 09 above.

The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.

No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.

12. RECEIPT AND OPENING OF E-BIDS BY THE PURCHASER

Bidders are advised to submit their e-bids in 'Two-Bid' system with Technical and Financial bids separately on e-tender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-tender portal, the technical proposals will be opened first by the Committee members.

The Institute will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day. The bidder's names and the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical e-Bids, the Institute shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify. The Institute will simultaneously notify the bidders, whose technical e-Bids were considered acceptable and they have been short listed for opening of their financial e-bids.

Note: Bidder shall be required to use his own Digital Signature while uploading its Bid. In case of consortium, Prime Bidder shall be required to upload the bid using its Digital Signature. Failure to comply or usage of Digital Signature of other firm shall be liable for rejection of Bid.

DIRECTOR

Dr.RMLIMS, Lucknow

General Terms & Conditions

1. Brief description about the purpose of Tender:

- i) The Institute has various types of electrical renovation, maintenance, modification and up-gradation works at the various campus of the Institute. The Institute is intended to appoint a contractor for all such jobs as and when required basis. The works will be executed in accordance with the Specifications and Schedule of rates of UPPWD/Delhi (CPWD) for Electrical works.
- ii) The successful contractor/firm/Agency will be carried out all the works as per CPWD/UPPWD norms only from time to time without obstructing the functioning of the Institute.
- iii) All works of renovation, maintenance, modification and up-gradation will be carried out to the entire satisfaction of the concerned authorities & Engineer-In-Charge of the Institute.

2. Eligibility criteria–

Invitation of Bids is opened to all eligible contractors/firms/agencies.

- 2.1 Bidder should have a valid “A” Class electrical license issued by competent authority i.e. Directorate of Electrical safety, Govt. of Uttar Pradesh at the time of bidding.
- 2.2 The Bidder should have successfully & satisfactorily completed works in the Central /State Govt. / Autonomous bodies/PSUs/ Corporation during last 7 years ending on the last date of submission of the tender as following-

One similar work costing not less than Rs. 15.00 (Rs. Sixteen lakh only)

or

Two similar works costing not less than Rs. 10.00 Lakh (Rs. Twelve lakh only)

or

Three similar works costing not less than Rs. 5.00 Lacs (Rs. Eight lakh only)

Similar nature of work means having experience in the work of Supply & Installation/renovation/modification/up-gradation of electrical installations in Central/State Govt./Autonomous bodies/ PSUs.

Copy of work completion certificate/experience certificate along with work order issued by the employer shall be submitted. Own certification of agencies shall not be considered.

- 2.3 The Bidder must have their registered office in Lucknow.
- 2.3 Joint venture companies shall not be allowed to participate in the bid.
- 2.4 Having valid GST registration certificate and PAN card.
- 2.5 Registration with EPF/Labor department, Govt. of Uttar Pradesh.
- 2.6 All Certificates/Registrations should be valid at time of submission of Bid.
3. Bidder should have average annual turnover not less than Rs. 10.00 Lakh during the last three consecutive financial years. A copy of C.A. Certificate is required in the support of turnover.
4. Bidder should have a valid financial solvency certificate not less than Rs. 10.00 Lakh issued by District Magistrate/any nationalized or scheduled bank within last 6 months from the last date of submission of Bid.
5. No alternative offer shall be considered at all.
6. The Bidders shall upload their Bid, complete with all the relevant & required documents to support of information provided in Bid.

7. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the Contractors who resort to canvassing will be liable to rejection of their Bid.
8. **Contract period**-Initially for a period of one year extended upto three years subject to satisfactory services given by the contractor/firm/Agency.
9. Even though the applicants meet the above criteria, they are subject to be disqualified, if they have made misleading or false representation in the bid.

10. Earnest Money Deposit (Refundable)-

10.1 EMD payable by NEFT/RTGS in favour of Director, Dr. RMLIMS, Lucknow in A/c no.3926000100166659 of Punjab National Bank, Vivekkhand, Gomti Nagar, Lucknow IFSC code: PUNB0392600.

10.2 EMD of unsuccessful Bidders shall be refunded after the process completed. But the EMD of selected contractor/firm will be refunded after submission of PBG. No interest shall be paid on the EMD. This EMD shall be forfeited if selected bidder fails to comply with any of the condition of the bid/contract.

11. Tender Cost: Tender cost payable by NEFT/ RTGS in favour of Director, Dr. RMLIMS, Lucknow in A/c no. 3926000100166659 of Punjab National Bank, Vivekkhand, Gomti Nagar, Lucknow IFSC code: PUNB0392600.

12. Bids received without tender cost and EMD will be treated as non-responsive bid & summarily rejected.

13. Bid should remain valid for 180 days from the date of opening for the purpose of acceptance and award of contract, Validity beyond 180 days from the date of opening shall be got extended on mutual consent.

14. Except writing rates and amount, the bidder should not write any pre-conditions or make any changes, additions, alterations and modifications in the bid document.

15. e-Bids are invited in two-bid system & Technical Bid (Part-I) should contain the followings-

- Tender fee (Non-refundable)
- Earnest Money Deposit (EMD) (Refundable)
- Copy of valid GST registration.
- Copy of PAN card.
- Copy of registration with EPF/ labor department, Govt. of UP.
- Copy of Work completion certificate/Experience certificate/Work order issued by clients as per eligibility criteria of NIT.
- Copy of Average Annual Turnover during the last three financial years. A copy of C.A. Certificate is required.
- Copy of Solvency certificate issued by D.M./ any nationalized or scheduled bank.
- Copy of "A" class electrical license issued by competent authority i.e. Directorate of Electrical safety, Govt. of Uttar Pradesh.
- Copy of Income tax return of last three financial years.
- Copy of Affidavits per Annexure-I.
- Any other information as per NIT.

16. As per directives of Government of India, the following facilities have been extended to Micro, Small and Medium Enterprises (MSME Units) registered with National Small Industries Corporation:

16.1 Issue of tender documents free of cost/exemption from payment of tender cost.

16.2 Exemption from payment of Earnest Money Deposit.

- 16.3 Waiver of security deposit up to monitory limit for which MSME unit is registered.
- 16.4 All such bidders shall upload the valid registration certificate for availing the MSME benefits against this tender.
17. Financial Bid (Part-II) should contain only the bidders quoted rates in the prescribed format. Financial bid will be opened only if the Tender Evaluation Committee constituted by Director, Dr. RMLIMS, Lucknow is satisfied with the technical bid, which will be opened first.
18. The date of opening of Financial bid (Part–II) may be intimated separately to the bidders whose technical bid will be found responsive as per terms and conditions of NIT.

19. Award of Contract:-

- 19.1 The Institute will award the contract to that Bidder whose offer or bid found lowest.
- 19.2 Successful Bidder will have to enter into an agreement with the Institute on Non-judicial stamp paper of Rs.100/- for the work.
- 19.3 If the successful bidder fails to execute an agreement with the Institute in appropriate time period, the EMD of successful bidder will be forfeited and the second one will get an opportunity for contract.
20. All conditional bids will not be accepted and it will be treated as non-responsive bid.

21. Force Majeure-

- 21.1 Notwithstanding the provisions stated above, failure to provide the services by contractor shall not be liable for forfeiture of its performance security or penalty & not be construed as breach of contract at an event of force majeure.
- 21.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the contractor and not involving the contractor’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the contractor either in its sovereign or contractual capacity, wars or revolutions, fires, floods.
- 21.3 If a Force Majeure situation arises, the contractor shall promptly notify to the Institute in writing of such conditions and the cause thereof. Unless and otherwise directed by the Institute in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical & possible and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

22. Schedule of Rates-

- 22.1 It is mandatory for all the Bidders to quote their offer in the prescribed format i.e. Financial Bid (Part II). It is also mandatory for all Bidders to quote below or above or at par on the Specifications and Schedule of rates of UPPWD/CPWD (Delhi) for Electrical works, otherwise the Financial Bid (Part II) will be treated as non-responsive bid and rejected.
- 22.2 The quoted /offered discount on Specifications and Schedule of rates of UPPWD/CPWD (Delhi) for Electrical works will remain firm and fixed till completion of contract period.
- 22.3 However, Price hike or escalation in scheduled rates will be allowed during the period of contract provided that revision of Specifications and Schedule of rates of UPPWD/CPWD (Delhi) for Electrical works is approved/notified by the concerned departments/authorities.

23. Work-Order and applicable rates-

- 23.1 All Work orders will be issued job wise to the successful contractor/firm/Agency.
- 23.2 The successful contractor/firm/Agency will submit an estimate of each & every job on the basis of UPPWD Specifications and Schedule of rates for Electrical works for scrutiny and approval. If the rate of items not available in the UPPWD Specifications and Schedule of rates then rate

from CPWD (Delhi) Schedule of rates for Electrical works will be taken into considerations for ordering purpose.

24. All the works shall be carried out as per standard norms of UPPWD/CPWD. It will be the whole responsibility of the contractor/firm to execute the work as per good engineering practices.

25. Penalty-

25.1 Time allowed for carrying out the work is essence of the work order and it will be strictly followed by the contractor.

25.2 If contractor/firm fails to execute the order within allowed time of work completion, a penalty will be imposed @ 0.5% of the contract value per day subject to maximum @ 5% of the order value.

25.3 If contractor/firm is unable to execute the order without any justification, appropriate action will be initiated against the contractor/firm.

25.4 It is the responsibility of the successful contractor to attend & rectify all the complaints raised by concerned person/ Engineer-In-charge against executed work within one week on verbal/written notice during DLP (Defect Liability Period), otherwise penalty will be imposed @ 0.5% of the contract value per day subject to maximum @ 5% of the contract value.

26. Terms of Payment-

26.1 100% (hundred percent) Payment will be made after satisfactory completion of work against submission of bill within 30 days. It will be paid through NEFT/RTGS after due measurement & verification of Engineer in charge of the Institute and/or on report of concerned authority where work was done.

26.2 Applicable GST/Taxes/Levy/duties will be paid extra as per terms & condition of UPPWD/Delhi schedule of rates.

26.3 No advance payment will be made to the contractor/firm/agency under any circumstances.

26.4 Income Tax/TDS will be deducted as per the IT rules from their bills and a TDS certificate will be issued by the Account Section of the Institute accordingly.

27. **Right to Negotiation-**The negotiation, if required shall be carried out only with bidders who quoted the best offer on UPPWD/Delhi (CPWD) Schedule of rates by competent authority of the Institute.

28. **Submission of Bid-**The bidder should submit their e-bid duly signed and stamped on each and every page of the documents (by the authorized Signatory).

28. **Evaluation of Bid-** The evaluation of bids will be based on the terms and conditions of the NIT.

29. **Acceptance of the Bid-**The Institute does not bind itself to accept the lowest or any bid, and reserves the right to:

- i) Reject any or all offers with/without any reason.
- ii) Accept any offer of bidder without assigning any reason.
- iii) Reduce or extend the period of contract without assigning any reason.
- iv) Accept any offer of bidder who is capable to handle the requirement.

30. **Cancellation of contract-** If successful bidder fails to execute two consecutive orders as per our terms & conditions or specifications, the Institute reserves the right to cancel the Contract and performance security will be forfeited accordingly.

31. **Termination of Contract-** The Institute reserves the right to terminate the contract or any part thereof and will be entitled to revise the contract full and/or partly by a written notice to the contractor/firm/agency, if:-

- The contractor/firm/agency fails to execute the work order as per specification or

- The contractor/firm/agency fails to comply with the terms & conditions of contract or
 - The contractor/firm/agency becomes bankrupt or goes into liquidation; or
 - The contractor/firm/agency fails to render the services promptly or
 - The contractor/firm/agency does not render qualitative services promptly or
 - A receiver is appointed for any of the property owned by the firm or
- If any information submitted by the firm is found incorrect then**
- The contractor/firm/agency may be blacklisted by the Institute; or
 - The contractor/firm/agency may be debarred from future participation; or
 - The Institute may impose any embargo on the firm as deemed fit or
 - The Institute may take any action against the firm as deemed fit.
- 32. Change in constitution of the bidder/firm/agency**- Any change in the pattern of ownership of the contracting party will not nullify the provision of the contract. The contract/agreement will devolve on the successor owners.
- 33. Liability on issuing false certificates**- Means who issues or submits a false or wrong or misleading certificate or declaration prescribed under any provision will be liable for action & cancellation of contractor or order.
- 34.** The material supplied should be of original company make and if at any time during the work, it is noticed that the material is not genuine, then the contract will be liable to cancellation along with forfeiture of Performance Security and banning of the firm for any future business or for a time period as decided by the Competent Authority.
- 35. Theft & pilferage of goods**- The successful contractor/firm will remain fully accountable and responsible for all thefts, burglary, fire or any mischievous acts & deeds by his workers/staff and shall replace the items under such category. Any loss occurred due to negligence will be recovered from the contractor.
- 36.** The successful contractor/firm/agency will be responsible for arrangement of all T&P and Scaffolding etc. and should care nearby disturbances.
- 37.** The successful contractor/firm/agency shall arrange necessary with watch & guard of the entire work till handing over of the site or work job.
- 38.** The successful contractor/firm/agency shall be solely accountable & responsible for payment to their personnel as per the rules or act applicable under government orders. All central, state, local laws & bye laws applicable will be observed by the contractor and Institute will be kept indemnified of such payable by the contractor.
- 39.** Engineer-in-charge of the Institute shall be at liberty to carry out surprise check.
- 40.** The contractor shall further keep the Institute indemnified against any loss of property and assets. The Institute shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor/firm/agency under this contract.
- 41.** Saturdays/Sundays should be utilized primarily for work, where vacant space or site is required, in consultation with the Engineer-in-charge of the Institute.
- 42.** After formal work-order for any work, the contractor/firm/agency shall prepare the work schedule and discuss the same with Engineer-in-charge/concerned person for its implementation.
- 43.** The persons deployed by the contractor for the work mentioned above shall be the employees of the contractor for all intents & purposes and shall remain under the control & supervision of the contractor.
- 44.** No accommodation facility for staff of contractor/firm will be provided by the Institute.

45. Unfortunately, if any worker of the contractor gets injury or dies during the work, the whole responsibility to provide medical treatment or monetary compensation shall be borne by the contractor only.

46. **Safety conditions at the work site**- The successful contractor/firm/agency shall be responsible for all general cleanliness, hygiene of the portion occupied by them in the campus/building and follow the following general guidelines governing the safety rules as laid down as under:

- i. No one is allowed to work without adequate foot protection.
- ii. Usage of eye protection equipment shall be ensured when the works are engaged for grinding, chipping, welding and gas-cutting.
- iii. All safety appliances like Safety shoes, Safety helmet, Safety gloves, Safety belt, Safety goggles etc. shall be arranged before starting the job.
- iv. Adequate illumination at workplace shall be ensured before starting the job at night.
- v. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
- vi. Material shall not be thrown from the height. If required, the area shall be barricaded.
- vii. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs.
- viii. All electrical connections shall be made using 3 or 4 core cables, having a earth wire.
- ix. Inserting of bare wires for tapping the power from electrical sockets is prohibited.
- x. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day.
- xi. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
- xii. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.
- xiii. Smoking/Drinking of liquor at work place is strictly prohibited & punishable offence.

47. **Resolution of Disputes**: The Institute and the contractor/firm/agency shall make every effort to resolve amicably by direct informal negotiations, any disagreement, difference or dispute arising out of or in relation to or in connection with the contract between them. If within 20 days from the commencement of such informal negotiations, Institute and the contractor/firm/agency are unable to resolve, amicably the disagreement, difference or dispute either party may require that it may be referred for arbitration to be decided by the sole arbitrator. In all matters and any disagreement, difference or dispute arising out of or in relation to or in connection with the contract, the sole arbitrator shall be mutually agreed upon by the parties in writing, who shall adjudicate the same and its decision shall be final and binding on both the parties. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. Upon every reference the cost of arbitration proceedings shall be upon the contractor and Institute will not be liable or responsible for any such cost incurred in connection with the arbitration proceedings.

However, during the period of doubt, disagreement or dispute, both the contractor Institute shall ensure that the works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either the Institute or the contractor/firm/agency to interfere in or prevent normal functioning of the jobs only.

48. **Jurisdiction**-In case of any dispute, arising out of this tender shall be subject to the Jurisdiction of "The Courts in Lucknow" only.

DIRECTOR

Dr.RMLIMS, Lucknow

Annexure-I

Format of Affidavit

(To be submitted on-Non Judicial stamp paper of Rs.100/- duly notarized)

To,

The Director,
Dr. Ram Manohar Lohia Institute of Medical Sciences,
Vibhuti Khand, Gomti Nagar,
Lucknow-226010.

Sir,

I,.....s/oSri.....do solemnly
affirm that I am the Proprietor/Partner/Director of M/s.....
we would like to declare that we are not involved in any litigation with any Central /State
Govt. in India for corrupt or fraudulent practices and we have not been black listed by any
Central / StateGovt. /Organizations/Institutions/Corporations.

We further declare that we have not been charged with any fraudulentactivities by any
Central / StateGovt. /Organizations/Institutions/Corporations.

We agree to abide by all the terms & conditions of the Tender of the Institute.

Name and Signature of bidder

Prescribed Format for submission of Technical Bid (Part -I)

(Before submitting the e-bid, the bidder should check the following enclosures to be submitted with Technical bid; otherwise their bid will be considered as Non-responsive bid)

Sl.	Particulars	Document Required
1	Name of the Bidder
2	Legal status of the Bidder: An individual/A proprietor firm/A firm in partnership/ A Limited Company or Corporation.	Copy of original document defining the legalstatus
3	Name of Proprietor/Director of the Bidder
4	Registered office addressin Lucknow
5	Name of the person responsible for business	A copy of power of Attorneysshould be attached
6	Contact numbers of the Bidder
7	E-mail of the Bidder
8	Tender cost (Non-Refundable) Rs. 1180.00 including GST@18%	A copy of deposit receipt should be attached
9	Earnest money deposit (Refundable) Rs.50000.00 (Rs. Fifty thousand only)	A copy of deposit receipt should be attached
10	Bank details of Bidding firm (Bank name, IFSC code, Branch & Account number)	All details of Bank Account should be attached
11	Permanent Account Number (PAN)	A copy of PAN card should be attached
12	GST Registration number	A copy of GST registration should be attached
13	Registration with EPF/ Labourdepartment of Govt. of Uttar Pradesh.	A copy of EPF/ Labour registration should be attached
14	Valid "A" class electrical license issued by competent authority i.e. Directorate of Electrical safety, Govt. of Uttar Pradesh	A copy of Valid "A" class electrical licenseshould be attached
15	Average Annual Turn-over not less than Rs. 10.00 Lakh during last three Financial Years& CA certificate. FY 2016-2017, FY 2017-2018, FY 2018-2019	A copy of turn-over should be attached
16	Solvency certificate of the amount not less than Rs.10.00 Lakh issued by DM/ any nationalized or scheduled bank	A copy of Solvency certificate should be attached
17	Income Tax Return for last three Financial Years AY 2017-2018, AY 2018-2019, AY 2019-2020	A copy of Income Tax Returns should be attached
18	Work completion certificate/Experience certificate during last seven years issued by their clients as per condition no. 2.2 of NIT at page no.11	A copy of Work completion/ Experience certificate/Work Orderissued from clients should be attached
19	Affidavit duly notarized (as per Annexure-I)	Copy of affidavit on stamp paper should be attached
20	Any other information/document wish to add	-

Name and Signature of bidder

Prescribed Format for submission of Financial Bid (Part II)

All reputed contractors/firms/agencies having "A" class electrical license is eligible to quote their offer or bid in prescribed format-

Scope of Work	Offered discount Latest & Existing Specifications and Schedule of rates of UPPWD/Delhi(CPWD) for Electrical works in words & figure
All major and minor types of electrical renovation, maintenance, modification and up-gradation works as per Specifications & Schedule of rates of UPPWD/Delhi (CPWD).	@ _____% (_____) in Words _____ (Below/Above/ at Par)

Note to all Bidders-

- Eligible contractor/firm/Agency, who offers lowest rate or highest discount on Specifications & Schedule of rates of UPPWD/Delhi(CPWD) for Electrical works, will be selected & appointed by the Institute.
- It is also mandatory to mention clearly in the Financial Bid that the offer is below or above or at par (as the case may be) on Specifications & Schedule of rates of UPPWD/Delhi (CPWD) for Electrical works otherwise the Financial Bid (Part II) will be treated as non-responsive bid and summarily rejected.
- If any revision comes against existing Specifications & Schedule of rates of UPPWD/Delhi (CPWD) for Electrical works shall be considered for order/contract on submission of documentary proof and satisfactory evidence.
- All conditional bids or rates will not be entertained and will amount to rejection.

Name & address of Bidder _____

Signature of Bidder _____

Seal of the Bidder _____

Date:

Place: