



ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA

(An Autonomous body under MoH&FW, Govt. of India)

TENDER ENQUIRY DOCUMENT

**(SUPPLY AND INSTALLATION OF SUPPLY AND INSTALLATION OF NETWORK BACKBONE
CONNECTIVITY AT AIIMS PATNA)**

Advertised Tender Enquiry No. : AIIMS/Pat/SE/174/2777

Brief Description of Goods : NETWORK BACKBONE AT AIIMS PATNA

INDEX

Sl. No.	Description	Page No.
1.	Index	1
2.	Instructions for Online Bid Submission	2-5
3.	Section I - Information & Instructions to Bidders	6-9
4.	Section II - Information & General Instructions to bidders	10-16
5.	Section III – Criteria for evaluation for qualification	16-21
6.	Section IV - Forms for Qualification	
7.	Scope of Work & Other Terms and Condition	21
8	BOQ & Tender Specification	21-25
9	Letter of Transmittal	26-27
10	Checklist	28
ii)	Form “A”	29
iii)	Form “B”	30
iv)	Form “C”	31
v)	Form “D”	32
vi)	Form “E”	33
vii)	Form “F” (Affidavit)	34-35
viii)	Form “G” (Pledge of Compliance)	36
11.	Integrity Pact	37
12.	Form of Earnest Money Deposit (Bank Guarantee Bond)	38-39
13.	Format of Agreement	40-41
14.	Form I	42-43
15.	Acceptance	44



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

PATNA - 801507

(An Autonomous body under MoH&FW, Govt. of India)

Procurement Cell, Phulwarisharif, Patna-801507, Bihar.

No. AIIMS/Pat/.....

Dated-/ 07/2024

Instructions for Online Bid Submission

The Director, AIIMS Patna, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Direct Importers online through E-procurement solution portal of <https://eprocure.gov.in/eprocure/app> on mutually agreed terms and conditions and satisfactory performance for the **“SUPPLY AND INSTALLATION OF NETWORK BACKBONE CONNECTIVITY AT AIIMS PATNA”** and supply of items as per the Specifications.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>

1.0 REGISTRATION

- 1.1** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 1.2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 1.5** Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.6** Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

2.0 SEARCHING FOR TENDER DOCUMENTS

- 2.1** There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2.2** Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail incase there is any corrigendum issued to the tender document.
- 2.3** The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3.0 PREPARATION OF BIDS

- 3.1** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.2** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with black and white option which helps in reducing size of the scanned document.
- 3.3** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4.0 CORRIGENDUM

- 4.1** Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMSPatna.

5.0 SUBMISSION OF BIDS:

- 5.1** Bidder should log into the site well in advance for bid submission so that they can upload the bid intime i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 5.2** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3** Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5.4** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 5.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.6 All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- 5.7 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to a symmetric encryption using buyers/bid opener's public keys.
- 5.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.9 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 5.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6.0 ASSISTANCE TO BIDDERS

- 6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

7. Guideline for submission of bid:

A. Technical Bid:

The following documents are to be uploaded using DSC by the bidder along with Technical Bid as per the tender document:

- (i) **Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD).**
- (ii) **Technical Compliance on OEM Letter head and datasheet with highlighted points.**
- (iii) Other credential/certification as per tender requirements
- (iv) Layout Plan for Network Backbone setup at AIIMS Patna.
- (v) Financial status: - The average annual turnover for performing similar jobs of the firm should not be less than 50 Lacs in the last three years. Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant with UDIN for the last three years should be enclosed
- (vi) Details of clients where similar services (supply and installation of LAN & OFC Laying) are presently provided by the agency separately for govt. and private clients along with address and telephone nos. for last 5 years
- (vii) The bidder must enclose an affidavit duly certified by the notary at the location of the Agencies/Headquarters or at Patna that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and no police/vigilance enquiry/criminal case is pending against him or company/agency as the case may be. (Format : Annexure-8)
- (viii) Bidder has to submit a proposed schematic diagram along with the bid

- (ix) **Bidder should be an OEM/Authorized Partner for OEMs. Tender Specific Authorization Letter from OEMs must be submitted**
- (x) Signed and scanned copy of PAN.
- (xi) Signed and scanned copy of GST registration certificate, with up to date clearance certificate.
- (xii) Signed and scanned copy of Letter of Transmittal as per format attached in tender document
- (xiii) Signed and scanned copy of structure organization of bidder as per “form A”
- (xiv) Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation.
- (xv) Signed and Scanned copy of Tender Acceptance letter “Annexure-I”
- (xvi) Signed and scanned copy of satisfactorily completed the similar works during the last five (5) years Prior to the last stipulated date for submission of the bid as per “Form D” (with supporting Documents).
- (xvii) Signed and scanned copy of registered Power of Attorney in favor of person.
- (xviii) Signed and Scanned Copy of Integrity Pact as per Format attached in tender documents.
- (xix) Bidder should have his own office in the state of Installation OR will have to setup an office within 2 months after award of contract, for better support system

Note-

- Applications from Joint ventures or consortium of companies will not be accepted or considered for participation
- Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.

B. Price Bid / Financial Bid:

Schedule of price bid in the form of BOQ_XXXX .xls

- a. The Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Patna.

INFORMATION & INSTRUCTIONS TO BIDDERS

Item rate tender is invited on behalf of Director All India Institute of Medical Sciences Patna from experienced, Specialized Firms and Eligible contractor of reputed in single stage two bid systems for
“SUPPLY AND INSTALLATION OF NETWORK BACKBONE CONNECTIVITY AT AIIMS PATNA”

NIT No.	Name of work & Location	Estimated Cost put to Tender	Earnest Money	Period of CAMC	Last date & time of submission of Eligibility Documents & Financial bids	Period during which EMD and Eligibility documents shall be submitted Online	Time and date Time and date of opening of eligibility documents
AIIMS/Pat/SE/174/2777	SUPPLY AND INSTALLATION NETWORK BACKBONE AT AIIMS PATNA	Rs. 37,00,869-	Rs. 74,017/-	6 Month	As Per CPP portal	As Per CPP portal	As Per CPP portal

The work shall be executed as per DSR 2021 Rates (Civil, Electrical & Mechanical) and non-schedule items rate shall be derived from existing market rate and the decision of Director shall be final and binding. GST, turnover tax, income tax, Labour Cess, etc. as applicable shall be paid by the Contractor himself and the AIIMS will not entertain any claim whatsoever in this respect. The bidder shall quote his rates considering all such Taxes. The AIIMS shall deduct from the running bills and final bill, the TDS, & Labour Cess as applicable. However in respect of GST, same shall be paid by the Contractor to the concerned department and on demand it will be reimbursed to him by the AIIMS after satisfying that it has been actually and genuinely paid by the contractor.

It will be obligatory on part of the Bidder to tender for all the component parts. The Institute reserves right to accept tender in full or in part. The Institute does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the Bidders shall be summarily rejected.

The tenderers are advised to visit the site before attending the Pre-bid conference, if any, for greater clarity on the existing building structures and space available for execution of the work.

The Institute Campus is targeted for 3/4 Star from GRIHA / LEED rating. In order to secure this rating, a high degree of responsibility and cooperation is necessary from the contractor. All materials and systems used in the project are intended to maximize energy efficiency for operation of Project throughout service life (substantial completion to ultimate disposition – reuse, recycling, or demolition) with an emphasis on top quality. Materials and systems are to maximize environmentally-benign construction techniques, including construction waste recycle, reusable delivery packaging, and reusable of selected materials. All vendors / contractors must adhere to best practices related to Green Buildings, and rates quoted take this into account. Nothing extra on this account shall be payable.

It is mandatory to sign the Integrity Pact by the Bidder failing which the Tenderer will stand disqualified from the tendering process and such Application would be summarily rejected.

Should not have incurred any loss in more than three years during the last five years ending 31st March 2022 for which balance sheets, duly certified by the Chartered Accountant, are available.

The tender document consisting of plans, specifications, schedule of quantities of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be downloaded free of cost from website <https://eprocure.gov.in/cppp/>

Bidders are advised to keep visiting the above mentioned web-sites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the Bidder of his liabilities to submit the tender complete in all respect including updates thereof, if any.

In case the lowest tendered amount (worked out on the basis of quoted rate of individual items) of two or more Bidders is the same, then such lowest Bidders may be asked to submit sealed revised offer quoting rate of each item of schedule of quantity for all sub sections/ sub heads as the case may be, but the revised quotes rate of each item of schedule of quantity for all sub sections / sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more Bidders received in revised offer is again found to be equal, then the lowest tender among such Bidders shall be decided by a draw of lots in the presence of lowest Bidders who have quoted equal amount of their tenders.

In case any of such lowest Bidders in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated as invalid. Such case of revised offer of the lowest firm/contractor or case of refusal to submit revised offer by the lowest Bidder shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest Bidders those who have tendered amount (as a result of their quoted rates of individual items), refuses to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest Bidder.

The tender for the works shall remain open for acceptance for a period of one hundred twenty (120) days from the date of opening of Eligibility Documents. In case the Tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the Tenderer shall not be allowed to participate in the re-tendering process of the work.

Bidder, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate (s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the re-tendering process of the work.

The tender inviting Authority shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

On acceptance of the tender, the name of the accredited representative(s) of the selected Contractor who would be responsible for taking instructions from the SE, AIIMS PATNA shall be communicated in writing to the AIIMS PATNA. The selected Contractor shall give a list of Institute employees related to him.

The Selected Contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Accepting Authority may in his discretion, without prejudice to any other right or remedy available in law, cancel the Contract. The Selected Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Agreement shall be drawn with the successful bidder as per the format forming part of the Tender Documents. This Notice Inviting Tender shall form a part of the contract document. The successful bidder / tenderer, on acceptance of his bid by the Accepting Authority shall within 15 days from the letter of acceptance, sign the agreement consisting of:

The Notice Inviting Tender, all the documents including special conditions, additional conditions, particular specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

SECTION II - INFORMATION & GENERAL INSTRUCTIONS TO BIDDERS

1. General

- 1.1 Information and Instruction for Contractors for tendering forming part of NIT and to be posted on website.
- 1.2 Information and instruction for Contractor will form part of NIT.
- 1.3 Late offers will not be accepted.
- 1.4 The bidders are requested to visit site and get familiarized with local condition before submission of tenders.
- 1.5 Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Competent Authority i.e. Director AIIMS Patna.
- 1.6 The bidder should be registered contracting firms under companies Act 1956, if applicable.
- 1.7 Bidders/contracting firms should have completed only in their own name & style, similar work.
- 1.8 All scaffolding shall be arranged by the agency/bidder itself. The bidders should quote their rates keeping in mind that scaffolding, ladder & staging shall be arranged by the bidder itself.
- 1.9 The bidder will take all the precaution not to damage any part of the building. Anyhow if damage is done, the same shall be restored to its original shape & size by the executing agency.
- 1.10 **Quoted rates deemed to be inclusive of all taxes including GST.**
- 1.11 **L1 shall be decided on composite basis.**
- 1.12 Letter of transmittal and forms for qualification are given in Section III.
- 1.13 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, Reference to the same should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'Nil' or 'No such case' entry should be made in that column. If any particulars/query is not applicable in case of the Bidder, it should be stated as 'not applicable'. The Bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the Bidder being summarily disqualified. Submissions made by telegram, fax, email or telex and those received late will not be entertained.
- 1.14 The Application should be type written/downloaded.
- 1.15 The Application along with required documents should be uploaded in Original and each page should be serially numbered. All the pages should be duly signed in ink on each page & official seal stamped and should be uploaded online superscribing with "Tender documents for SUPPLY AND INSTALLATION OF NETWORK BACKBONE CONNECTIVITY AT AIIMS PATNA."

Documents submitted in connection with this tender will be treated confidential and will not be returned.

- 1.16 Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting.
- 1.17 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the Bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 1.18 The Bidder is advised to attach any additional information which he thinks is necessary in regard to his capabilities to establish that the Bidder is capable to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Tender Application, unless it is called for by the Institute.
- 1.19 The credentials submitted in respect of Tender Application shall be verified before award of work. Any information furnished by the Bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from any work awarded and from tendering/taking up of any other work in the Institute. If such Bidder happens to be an enlisted contractor of any Govt. organization, his name shall also be recommended for removal from the approved list of contractors.
- 1.20 **Tender fee and EMD has to be submitted, no exemption allowed.**

2.0 Definitions

In this document the following words and expressions have the meaning hereby assigned to them.

- 2.1 **Institute:** Means AIIMS PATNA, acting through Director, AIIMS PATNA
- 2.2 **Bidder:** means a legal entity in the form of a proprietary firm, firm in partnership, limited company (private or public) or corporation acting through its authorized signatory. Wherever the generic expression 'he' is used to refer to a Bidder, it will refer to any bidder irrespective of gender.
- 2.3 **"Year"** means "Financial Year" unless stated otherwise.

3.0 Method of Application:

- 3.1 If the Bidder is a Proprietary Firm, the application shall be signed by the proprietor, with his full typewritten name, and full name of his Firm with its current address.
- 3.2 If the Bidder is a Firm in partnership, the application shall be signed by all the partners of the firm with their full type written names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney shall accompany the Application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the Application.

3.3 If the Bidder is a Limited Company or a Corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application. In such a case, a certified copy of the power of attorney shall accompany the application. The Bidder should also furnish a copy of the Certificate of Incorporation,

3.4 In case of foreign entities, only entities having registered establishment in India for carrying out its operations for at least last 7 years and meeting all other eligibility criteria, as mentioned in this document, may also apply.

4.0 Final decision making authority:

The Institute reserves the right to accept or reject any Tender and to annul the process and reject all tenders at any time, without assigning any reason or incurring any liability to the Bidders unless such action is warranted by actions of any bidder(s).

5.0 Particulars provisional:

The particulars of the work given in Tender Documents are provisional. They are liable to change and must be considered only as information to assist the Bidder to tender for proposed work.

6.0 Site visit:

The site for the work is available. The Bidders are advised to visit the site of work and its surrounding and obtain for himself on his own responsibility, all information that may be necessary for preparing the Tender. The cost of visiting the site shall be at the Bidder's own expense.

7.0 Minimum Eligibility Criteria

7.1 The interested bidder should meet the following minimum qualifying criteria.

a) The bidder should have satisfactorily completed the works as mentioned below during the last five (5) years prior to the last stipulated date for submission of the bid.

i. At least three similar or completed works each of value not less than 40% of the estimated cost put to tender.

OR

ii. At least two similar completed works each of values not less than 60% of the estimated cost put to tender.

OR

iii At least one similar completed works of values not less than 80% of the estimated cost put to tender.

7.2 The Bidder should own machinery & equipment required for the proper and timely execution of the work.

7.3 The Bidder should have on his pay roll sufficient number of Technical and Administrative

employees for the proper execution of the contract. The Bidder should submit a list of these employees clearly stating how they would be involved in this work.

- 7.4 The Bidder needs to make disclosure of any liquidated damages or penalties imposed on it by the clients towards delay in completion of project or for not meeting the contractual specifications, including issues relating to defects, workmanship and warranty obligations.
- 7.5 The Bidder will be required to give an undertaking that it would comply with all statutory laws and compliances, including those applicable to the sub-contractors appointed by him and indemnify the Institute of all implications and consequences resulting from any non-compliances due to any reasons whatsoever,

8.0 Evaluation Criteria for Qualification:

- 8.1 For the purpose of qualification, the details submitted by the Bidders will be evaluated in the following manner:

8.1.1 The required criteria prescribed in page-4 & 5 Para 7 and page 12 & 13 Para 7.1 to 7.5 above in respect of experience of similar class of works completed, financial turn over etc. will first be scrutinized and the Bidder's eligibility for the work to be determined.

8.1.2 The Bidders qualifying the criteria as set out in page-4 & 5 Para 7 and page 12 & 13 Para 7.1 to 7.5 & above will be shortlisted for opening of Financial Bids.

The Institute, however, reserves the right to modify the criteria or to restrict the list of such qualified Bidders to any number deemed suitable by it.

- 8.2 Even if a Bidder satisfies the above requirements, he may be liable to disqualification if he has:

- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.
- (c) If confidential inquiry reveals facts contrary to the information provided by the Bidder.
- (d) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria
- (e) If inspection of works in progress or completed by the Bidder are not found satisfactory by the Institute.
- (f) If technical parameter not highlighted in datasheet/ Bid specific MAF from OEM and other required documents not submitted.

9.0 Financial Information:

Bidder should furnish the following financial information:

Annual financial statement for the last three (3) years in (Form 'B'). This should be supported by audited balance sheets and profit and loss accounts duly certified by the statutory auditor and copies of Income Tax Return filed with Income Tax Department.

10.0 Financial Bids:

After evaluation of Eligibility Documents, a list of the qualified Bidders will be prepared. Financial Bids of the qualified Bidders will be opened on a later date. Date for Financial Bid's opening will be informed separately to the qualified Bidders.

11. Miscellaneous:

- 11.0 The Institute reserves the right, without being liable for any damages or obligation to inform the Bidders, to:
 - (a) Reject any or all the Tenders without assigning any reason.
- 11.1 Any effort on the part of the Bidder or his agent to influence or pressurize the Institute would result in rejection of his Tender. Canvassing of any kind is prohibited.
- 11.2 Work shall be executed according to General Conditions of Contract forming part of the Tender Documents. The Institute reserves the right to modify any of the conditions, to its specific requirements.
- 11.3 The Bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at PATNA shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding process.
- 11.4 The Institute, in its sole discretion and without incurring any obligations or liability, reserves the right, at any time, to; Suspend and/or cancel the Tender process and/or amend and/or supplement the Tender process or modify the dates or other terms and conditions relating thereto;

Consult any Bidder in order to receive clarification or further information;

Qualify or not to qualify any Bidder and/or to consult any Bidder in order to receive clarification or further information;

Retain any information and/or evidence submitted to the Institute by, on behalf of, and/or in relation to any Bidder; and/or

Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;

Call for information from previous clients and evaluate the previous completed Projects regarding all submissions including litigations;

- 11.5 Call for information from taxation authority or by financial auditor, banker, and chartered accountant Engaged by the Bidder.

It shall be deemed that by submitting the Tender, the Bidder agrees and releases the authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and the Tender Documents, pursuant here to, and/or in connection with the Tender process, to the fullest extent permitted by applicable law, and raise any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

FORMS FOR QUALIFICATION

TERMS & CONDITIONS OF CONTRACT:

1. The Bidder submitting his Tender would be deemed to have considered and accepted all the terms and conditions of Tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the Tender.
2. Terms and conditions of the contract may be modified with the written consent of the Bidder by the All India Institute of Medical Sciences, Patna (hereinafter referred to as "Institute") as and when necessary without affecting the basic nature of this Tender.
3. If the bidder gives deliberately wrong information to create conditions for acceptance of the tender, Director, AIIMS PATNA, Patna, reserves the right to reject such tenders without assigning any reason. Not more than one tender will be submitted by one bidder for the same work. Legal action will be taken for furnishing wrong information.
4. The successful Bidder shall have to follow all the instruction; given to him/them from time to time by the competent authority or person nominated by him.
5. The successful Bidder shall maintain a register for the routine instructions.
6. The successful Bidder will furnish the full particulars (Brief resume) of the staff engaged by him for installation of “**SUPPLY AND INSTALLATION OF NETWORK BACKBONE CONNECTIVITY AT AIIMS PATNA**” within fifteen days from the award of tender.
7. The successful Bidder shall provide uniform and identity cards to his workers within one month from the date of commencement of work. The worker shall always possess the identity card while at work and produce the same on demand.
8. The successful Bidder shall be liable to pay compensation for any loss or damage caused to the property of the Institute under the contract.
9. The contractor is responsible for any illegal activity of the employee done by him during his work / presence in the Institute / Hospital premises.
10. The successful Bidder shall comply with all instructions/direction/rules and regulations of any statutory authority and discharge all obligations, imposed upon him by the statutory authorities or under any law and shall indemnify the Institute and officers/employees from any claim or consequences/damages for any lapse or non-compliance thereof.
11. The successful Bidder will be responsible for any accident or mishap or death of workers engaged by the successful Bidder and any claim made on this account will be paid by the successful Bidder, who will also indemnify the Institute from any claim in this regards.
12. The successful Bidder and his worker shall abide by the rules and regulations of the Institute as well as directions/instruction s issued by the Director of Institute or on his behalf by the authorities from time to time and violation of which may result in

cancellation of the contract.

13. In the event of infringement of any law by any of the workers engaged by the successful Bidder, Bidder shall be under obligation to change the worker immediately on the instruction of the Institute authorities.

14. DISPUTE:- i) If any dispute or difference arises between the parties relating or concerning or to interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties as far possible by mutual discussion and consultation between themselves, whether the same has arisen during the subsistence of the contract or thereafter.

ii) In the event of any dispute or differences arising in connection with the contract arising out of this Tender whether during the subsistence of the contract or there after not being settled in aforesaid manner, the matter shall be referred to the Director, AIIMS, PATNA or his nominee not below the rank of Deputy Director/Professor for arbitration whose decision shall be final and binding on both the parties. The proceedings before the arbitrator would be governed by the provision of the ARBITRATION AND CONCILIATION ACT, 1996.

iii) The courts of Patna shall have exclusive jurisdiction in all matters arising out of this Tender.

15. The workers of the successful Bidder shall not be treated as employees of Institute in any case and successful Bidder will be solely responsible for their affairs and will be under obligation to comply with the statutory obligation. These workers will have no claim whatsoever, to be treated as employees of the Institute.

16. The Bidder are suggested to carefully go through the terms and conditions of the document before offering his/their rates. The Bidder is also advised to take a round of the entire Institute during working hours to know existing setup.

17. The successful Bidder will have to provide SUPPLY AND INSTALLATION OF NETWORK BACKBONE CONNECTIVITY AT AIIMS PATNA

18. STAMP DUTY: - Stamp duty legible on agreement to be executed between the Institute and Successful Bidder shall be borne by the successful Bidder.

19. TERMINATION OF AGREEMENT:-

i) After giving opportunity of being heard to the successful Bidder, Institute may terminate/cancel the agreement on the following grounds:-

a) Breach of any or all terms and conditions of agreement.

- b) Non-performance or unsatisfactory performance of work executed by the successful Bidder.
- c) At any time document or information furnished with Tender is found forged or fabricated during the subsistence of the contract.
- ii) Notwithstanding to any provision of the contract , if the contract is terminated by the Institute, and the Institute has to award the work to other party on higher rate, the successful bidder has to compensate the difference of cost to the Institute.

20. **Guarantee/Warranty Terms:**

- a) The “**Complete System**” shall remain under warranty period of **5 years** from the date of satisfactory installation. The successful Bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- b) The successful Bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority’s specifications) or from any act or omission of the successful Bidder, that may develop under normal use of the supplied goods.
- c) All the equipment’s including the accessories supplied as per the technical specification as mentioned in the bidding document should carry comprehensive warranty (including all spares, accessories and consumables) for a period mentioned in this document in the first instance. During this period, the successful Bidder shall replace all defective parts / accessories / consumables and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful Bidder during the period of comprehensive warranty. The items which are not covered under warranty should be clearly mentioned along with rate of the items.
- d) After sales service centre in Patna (Bihar) preferably or at least in East India should be available as part of the pre-qualification and the Bidder shall provide proof of their capability to undertake such maintenance/repair within the stipulated time. (Companies without service center in Patna should give an undertaking that they shall establish one within a year of the signing of contract)
- e) The successful Bidder shall provide preventive maintenance as per the frequency mentioned in this document during the warranty period. The Bidder shall attend any number of break down/repair calls as and when informed by the institute authority.

f) Upon receipt of such notice for repair/breakdown from the institute, the successful Bidder shall, within the period as specified in this document, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority.

g) If the successful Bidder, having been notified, fails to rectify the defect(s) within the period specified mentioned in this document, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful Bidder's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful Bidder under the contract.

h) Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipment's or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting Bidder.

i) Any mandatory approval required for installation shall be obtained by the successful Bidder in liaison with the respective authorities.

j) The Bidder shall submit the parameters which require calibration and the frequency of calibration required.

k) The Bidder shall also have to submit whether periodic replacements of consumable items are required for proper functioning of their quoted machine/Equipment If yes they should submit the list of such consumables along with price list and frequency of replacement per year, if the same is not replaced free of cost during warranty / guarantee period.

l) The offered warranty includes:

m). Visits to the user institutions at frequencies prescribed as part of preventive maintenance.

ii). Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user.

iii). Quality Assurance tests (if applicable).

iv). The cost of labour for all repairs/ and all spares required for replacement during repairs all kinds of accessories

v). The exclusion of warranty of any vital equipment parts will be compared with offers of other Bidders during evaluation of the bids and this may be taken into consideration in deciding the successful Bidder on the basis of expert advice.

vi). The Bidder shall provide up-time warranty of complete equipment as mentioned in this document, the uptime being calculated on 24 (hrs) X 7 (days) basis failing Warranty period will be extended for every additional day of down time equal to one week.

25. Delivery period and Installation: - **Delivery period for supply of items would be 3 Month from the effective date of contract. Installation completion should be 3 Month from the date of supply of materials.** Please note that contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

26. Liquidated Damage: - In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the goods , installation of equipment, training, etc. as specified in this contract, the Buyer may at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered, stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

27. Payment: - Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract in the following manner. Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery: - **75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:**

- i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- iii) Inspection certificate issued by the nominated person/committee, if any.

b) On Installation:- Rest 25% payment will be done after installation and satisfactory report from IT dept.

c) Payment will be released within 30 days subject to fulfillment of conditions in clause (a) and (b) above.

26. Performance Security

- a) There will be a performance security deposit amounting to 5% of the total value of the equipment including taxes, which shall be submitted by the successful bidder within 30 days from the date of supply of material.
- b) Tenure of the PBG will be from the date installation to 5 year and 2 month.
- c) Failure of the successful bidder in providing performance security as mentioned above 5% of contract amount will be deducted from their Invoice and will return after warranty period..

- d) Institute will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's after warranty period.

Scope of Work and Other Terms & Conditions:

1. The AIIMS Patna invited this tender for establish network backbone connectivity from and between **“Admin Block to Auditorium, Ayush PMR, OPD, IPD 1 and IPD 2, Trauma, NS and Blood Bank buildings”** and similarly from **“IPD Building to Auditorium, Ayush PMR, OPD, Trauma, NS and Blood Bank Buildings “** to connect our existing network devices.
2. The solution should be a turnkey project that should cover supply, installation, testing and commissioning of the project.
3. All the cables should be laid underground through HDPE Pipe as per instructions of SIC along with trenching of the soils whereas required and whereas possible.
4. The PVC conduits may use in the inside caballing of cables and HDPE pipes shall be used in underground cabling
5. Minimum 0.8Meter depth in case of soft soil and 0.3Meter in case of hard soil trenching should be ensuring for the OFC Cables.
6. LIU should be terminated on both end of each link with proper testing and tagging. Bidder should follow the standard cable testing practice.
7. Trenching and refilling will be in bidder's scope however route clearance (if required will be given by AIIMS-Patna.)
8. The bidder should have to take physical survey of the site and should have to submit their solution diagram along with the technical bid (This should be mandatory).
9. The bidder should have to submit MAF for OFC cables and HDPE pipes.
10. OFC cables, LIU and Patch cord shall be from a single OEM.
11. Technical Compliance of OFC Cable and HDPE pipes shall be submitted on their OEM's letter head only.
12. The bidder should have minimum one OEM certified passive installer to execute the project. Certificate of that installer must be submitted with the bid.
13. One to one link testing with OTDR report shall be mandatory.
14. Any deviation in technical parameters shall not be considered and the bid shall be liable to rejection with any clarification.
15. Product datasheet for all the fiber components shall be submitted with the bid.

BOQ

A. Supply Portion:

S.No .	Items	Descriptions	Qty.	UOM
1	OFC Cable	Armoured 12 Core outdoor Single Mode OS2 Fiber Optic Cable	10000	Meters
2	LIU	24 Port Rack Mountable LIU loaded	20	Nos.
3	Patch cord	OFC Patch cord single mode LS-LC duplex 3mtr	150	Meter
4	PVC Conduit	PVC Conduit 25mm	3000	Meter
5	Rout Marker	Rout Marker	35	Nos.

B. Service Portion:

S.No.	Items	Descriptions	Qty.	UOM
1	OFC Cables	OFC Cables Laying through Pvc conduit/HDPE Conduit	10000	Meter

2	LIU Installation	24 Port LIU Installation charges	20	Nos.
3	trenching & refilling	Hard soil trenching & refilling (road cutting & refilling /concrete cutting & refilling) charges	1500	Meter
4		Soft Soil Trenching & refilling charges	2000	Meter
5	Testing	OTDR testing charges	40	Job

“Technical Specifications”

<u>OEM Eligibility Criteria</u>	
Requirement	Compliance (Yes/No)
OEM shall be ISO 9001, ISO 45001 and 14001 certified. Copy of Valid Certificate submitted (Document must be submitted)	
The OEM should be member of Telecommunication Industry Association. (Document must be submitted)	
Passive OEM should be in India for more than 10 years. (Document must be submitted)	
Tender specific authorization letter for OFC, LIU, Patch Cord and HDPE Pipes should be submitted along with bid. (Document must be submitted)	

1. 12Core Outdoor OFC

Sr no	Specifications	Requirement	Compliance
1	Cable Type	12 fiber Single Mode, Armoured, Unitube, Gel filled cable complying to ISO.IEC 11801 - 2nd Edition, type OS2; AS/ACIF S008; AS/NZS 3080,ITU-T REC G 652D, IEC 60793/60794, TIA 568, EIA 455; suitable for use in direct burial, outdoor ducts and backbone cabling.	
2	Armour	Corrugated Steel Tape Armour -Thickness > 0.125mm or better	
3	Water Blocking	Thixotropic Gel (Tube), Petroleum Jelly (Interstices)	
4	Attenuation	, @ 1310nm <=0.35 db/Km MAX , @1550nm <=0.22 db/Km MAX	
5	Numerical Aperture	0.14	
6	Attenuation Discontinuity	Both Windows <0.10dB	
7	Core/Mode-Field (um)	9	
8	Clad Diameter (um)	125 + - 1	
9	Coat Diameter	245 + - 10	
10	Loose tube material	Single PBTP Loose tube filled with water blocking Thixotropic gel	
11	Jacket material	UV Stabilised Polyethylene (HDPE)	
12	Peripheral Strength Member	Two Steel wires / E-yarns	
13	Tensile Strength	1000N or better	
14	Crush Resistance	1800N/10 cm or better	
16	Max. Bending	20 X Overall diameter or better	

	Radius (during installation)		
17	Max. Bending Radius (during full load)	10 X Overall diameter or better	
18	Operating Temperature	.-10 Degree C to +70 Degree C	

2. 24Port Rack Mountable LIU

Sr no	Feature	Requirement	Compliance
1	Fiber optic patch Panel	The 1U Multi-Function Fiber Enclosure is a configurable rack mount unit for storing and terminating incoming fiber cable.	
		The fiber enclosure has been designed to accommodate various termination types and adapter configurations. Accommodates up to 4 Modlink Cassettes or up to 4 nos. of 6 or 12-Pak adapter plates.	
		The enclosure must, have a sliding drawer for ease of reconfiguring fibers, incorporates a heavy-duty ball bearing slide mechanism, allowing easy access to fibers	
		The adapter plates must be an interchangeable front plate which can facilitates upgrades as & when required.	
		Copper grounding stud tie down points at each cable entrance point.	
		The enclosure must have front cable management to properly route patch cords.	
		Fiber management enclosures that can be used as rack mount enclosure for integrated applications.	
2	Material	Powder coated Mild Steel	
		Rugged steel construction in graphite finish	
		Rear, side & base access for Incoming / Outgoing fiber cables	
3	Cable Management rings	Management rings within the system to accommodate excess fiber cordage behind the through adapters and maintain fiber bend radius.	
4	Sliding cover	Panel cover is of slide out for easy maintenance. Incorporates heavy-duty ball bearing slides for smooth and limited extension of the drawer unit, allowing for patch cable access while protecting installed patch and trunk cables from damage during re-entry of the enclosure	
5	Optical Fiber Adapter Plates	LC Adppter SM Plate - loaded with 24 Nos LC Adapter	
6	Pigtails	LC, Singlemode, 9/125 μ m - 1.5 mtrs (24 Nos)	
7	Splice Tray	12 Port Splice Tary - 2 Nos	

3. SC-LC Duplex Patch Cord

Sr no	Feature	Requirement	Compliance
-------	---------	-------------	------------

1	SC – LC Single mode Duplex Fiber Patch Cords	Shall be Single mode (OS2), LC to LC, Duplex Fiber patch cords.	
2		Standards Compliance: G.652.D, G.657.A1 and OS2 Regulatory Compliance: RoHS 2011/65/EU Cable Qualification Standards: ANSI/ICEA S-83-596 and Telcordia GR-409 Optical Components Standard: ANSI/TIA-568-C.3	
3		Connector Interface: SC & LC Operating Temperature: -10 degree Celsius to +60 degree Celsius Length Shall be 3 meters	
4		Connector Optical Performance Insertion Loss, Typical: 0.30 dB Return Loss, minimum: 65.0 dB	

4. HDPE Pipes.

S. No.	Parameters	Acceptance Norms	Test Reference	Test method	Compliance
1	Colour	The colour of the pipe shall be black/blue colour with white strip and uniform throughout.			
2	Surface Finish	Smooth inside & outside surface, free of blisters, shrinks, hole, flaking, scratches & roughness. Pipe shall be smooth, clean & round. The end shall be clearly cut and shall be square with axis of pipe.			
3	Dimension & Tolerance				
4	Outside Diameter	40.0, +/-0.4mm			
5	Wall thickness	3.3-3.7mm			
6	Ovality	1.4mm			
7	Standard length	Standard length is above 200 mtr Unless otherwise specified by the purchaser the tolerance on total quantity shall be +1.5%			
8	Heat Reversion	The dimension shall not change by more than 3% in the longitudinal direction.			
9	Melt Flow Index	0.2-1.1g/10Min			
10	Inner layer	Permanently self-lubricated in white colour			
11	Identification of Strip	Four strip in white in colour			
12	Marking	Permanently marked with indelible ink A) Manufacture's name B) Specification with size C) Date of manufacture			

5. PVC Pipes

S/No.	Components/Parameters	Specifications	Compliance
-------	-----------------------	----------------	------------

1	Product Name :	1" PVC Pipe	
2	Colour	White	
4	Material	PVC	
5	Compliance/Standard	ISI/BIS	

6. Route Marker

S/No.	Components/Parameters	Specifications	Compliance
1	Product Name :	Router Marker for OFC Cable Route Identifications	
2	Color	Yellow Painted and Black Written "IT OFC"	
4	Material	Concrete/Metal	

LETTER OF TRANSMITTAL

From:

(Full Address of Bidder)

To,

Director

All India Institute of medical sciences Phulwarisharif, Patna

Subject: SUPPLY AND INSTALLATION OF “SUPPLY AND INSTALLATION OF NETWORK BACKBONE CONNECTIVITY AT AIIMS PATNA”

Sir,

Having examined the details given in Notice Inviting Tender for the above work, I/We hereby submit the requisite documents and other relevant information.

I/We hereby certify that all the statements made and information supplied in the enclosed Forms ‘A’ to ‘G’ and accompanying statements are true and correct.

I/We have furnished all information and details necessary for selection of Contractor and have no further pertinent information to supply.

I/We have not been blacklisted by any State/Central Government Department or PSU or Autonomous Bodies. I/We have submitted a duly notarized affidavit to this effect.

I/We undertake that I/we would comply with all statutory laws and compliances, including those applicable to the sub-contractors appointed by us and indemnify the Institute of all implications and consequences resulting from any non-compliances due to any reasons whatsoever.

I/We submit the certificates as per the Form ‘D’ in support of our suitability, technical knowledge and capability for having successfully completed the following works:

S. No.	Name of work	Amount	Contact particulars of certificate issuing authority
1.			
2.			
3.			

The Bidder shall furnish all contract information such as postal address, telephone and fax numbers, e-mail ids etc. Incomplete information will make the Application liable for rejection.

Following documents are submitted

herewith Document Checklist

Form 'A' – Structure & Organization of Bidder (with supporting documents)
Form 'B' – Financial Information (with supporting documents)

Form 'C' – Banker's Certificate

Form 'D' – Details of similar works completed (with supporting documents)
Form 'E' – Details of similar works in hand (with supporting documents)
Form 'F' - Performance reports of works

Form 'G' – Details of Technical & Administrative

Personnel Affidavit

Pledge of Compliance

Integrity Pact and Integrity Agreement

Demand Draft, Bank Guarantee from a Scheduled Bank towards Earnest Money Deposit.

Tender Acceptance letter

Demand Draft from a Scheduled Bank/NIFT/BG Upload soft copy of the Tender document, duly signed on each page by authorized signatory.

Seal of Bidder:

Date of Submission:

Signature of Bidder

CHECK LIST FOR TERMS AND CONDITIONS

A. Checklist of documents to be submitted online in Technical Bid:

S.No.	Terms & Conditions as per bidding document	Yes/ No
1	Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit(EMD).	
2	Signed and scanned copy of PAN.	
3	Signed and scanned copy of GST registration certificate	
4	Signed and scanned copy of Letter of Transmittal as per format attached in tender document	
5	Signed and scanned copy of structure organization of bidder as per "form A"	
6	Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation.	
7	Signed and Scanned copy of Tender Acceptance letter "Annexure-I"	
8	Bid Specific OEM Authorization (MAF) for all the items ("OFC and HDPE Pipe)" shall be mandatory and the same shall be submitted with the technical bid.	
9	Details of clients where similar services (supply and installation of OFC Cabling/ NETWORKING) are presently provided by the agency separately for govt. /PSU/Educational Clint's along with address and telephone nos. for last 5 years (with supporting documents) as per Minimum Eligibility Criteria of page no.12	
10	OEM Eligibility Criteria (Documentary Evidence must be submitted for all parameters): annexure-1 (Page-22)	
11	Signed and scanned copy of registered Power of Attorney in favour of person.	
12	Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.	
13	Signed and Scanned Copy of Integrity Pact as per Format attached in tender documents.	
14	Bidder has to submit a proposed schematic diagram for SUPPLY AND INSTALLATION OF NETWORK BACKBONE CONNECTIVITY AT AIIMS PATNA along with the bid as per BOQ	
15	Financial status: - The average annual turnover for performing similar jobs of the firm should not be less than 50 Lacs in the last three years. Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant for the last three years should be enclosed.	
16	Technical Compliance through OEM on their letterhead with NIL deviation and datasheets with highlight points (Page 22-25).	
17	Supporting documents against technical parameter for all items i.e. Certificate or other required documents as per requirements.	

18	The Bidder should have on his pay roll sufficient number of Technical and Administrative employees for the proper execution of the contract. The Bidder should submit a list of these employees clearly stating how they would be involved in this work	
19	The bidder should have their registered office/service center in Patna to ensure fast delivery during downtown. Companies without service center in Patna should give an undertaking that they shall be established within six month of the signing of contract). Suitable documents shall be submitted along with bid	

B. Checklist of documents to be submitted online:

Price Bid /Financial Bid:

1	BOQ.xls	
---	---------	--

FORM – A
STRUCTURE & ORGANISATION

1	Name & complete address of the bidder	
2	Telephone no. /Telex no/Fax no.	
3	Legal status of the bidder (attach certified copies of original document defining the legal status)	(a) A proprietary firm (b) A firm in partnership (c) A limited company or Corporation
4	Details of incorporation/ commencement of business	
5	Date of commencement of business	
6	Income Tax Permanent Account No (PAN)	
7	Particulars of registration with various Government Bodies for Interior works (submit proof, duly attested by bidder)	
8	Name & designation of Directors & partners	
9	Name and designation of Authorized signatory authorized act for the Organization.	
10	Was the Bidder ever required to suspend work for a period of more than six months continuously, After he commenced the work? If so, give the name of the project and reasons of Suspension of work	
11	Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the Awarded work before its completion? If so, give name of the project and reasons for Abandonment.	

12	Has the Bidder or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details.	
13	Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? if so, give details.	
14	Any other information considered necessary related to the Tender that has not been included above.	
15	Name and Complete Address particulars of the Bidder's Bankers	

Date:

Signature of the Bidder/
Authorized Signatory

Seal of Bidder

FORM 'B' FINANCIAL**INFORMATION**

Name of the Bidder :

Bankers Details	
	Name of Bank
	Address
	City
	Pin Code
	Name & Designation
	Phone Nos. with STD Code
	E-mail Ids
	Fax No.

1. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last three years duly certified by the Statutory Auditor.

Sl No	Particulars	Financial Year (Fig. in Rs. Lakhs)			
		2019-20	2020-21	2021-22	annual turnover
	Mention whether records are audited	Yes/ No	Yes/ No	Yes/ No	
1	Gross Annual turnover				
2.	Profit (+)/ Loss (-)				
	Financial Position				
	Cash				
	Current Assets				
	Current Liabilities				
	Working capital (b-c)				
	Newt worth				
4.	Whether Audited	Yes/ No.			

I. Income Tax return for the last three years (to be attached)

Date
Authorized

Signature of bidder/

Signatory Seal of

bidder

FORM 'C'

DETAILS OF ALL ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST FIVE YEARS ENDING ON 31.03.2024

			1	Sl no.
			2	Name of work/Project & location
			3	Owner of sponsoring organization
			4	Cost of Work in crores of rupees as per awarded letter
			5	Final cost at completion
			6	Date of commencement as per
			7	Actual date of commencement
			8	Stipulated date of completion
			9	Actual date of completion
			10	Litigation/arbitration case pending/in progress with details.
			11	Name and address/telephone number of officer to whom referencemay be
			12	Whether the work has been done onback to back basis (Yes /No)

Note: Please attach attested copies of relevant Document/PO/Complete certificate etc.

* including gross amount claimed and amount awarded by the Arbitrator.

Date:

**Signature of the Bidder/
Authorised Signatory**

Seal of Bidder:

FORM 'D'

PROJECTS UNDER EXECUTION OR AWARDED (As on 31.03.2024)

SI no.	Name of work/Project & location	Owner of sponsoring organization	Cost of Work in crores of rupees as per awarded letter	Date of commencement as per	Actual date of commencement	Stipulated date of completion	Up to date percentage progress of work.	Slow progress if any and reasons thereof	Name and address/telephone number of officer to whom reference may be	Remark
1	2	3	4	5	6	7	8	9	10	11

Note: Please attach attested copies of relevant Document/PO/Complete certificate etc.

Certified that the above list of works is complete and no work has been left out and that the information given is correct to the best of my knowledge and belief.

Date:

Signature of the Bidder/
Authorised Signatory

Seal of Bidder:

FORM 'E'

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO
BE EMPLOYED FOR THE WORK**

S.I No	Name	Designation	Regular /Part time	Qualification	Experience in years		Role & Responsibilities	Project s involving	Deployment (Part- time/Full- time)
					Total	In present company			

Date:

Signature of the Bidder/
Authorised Signatory

Seal of Bidder:

(TO BE SWORN ON A NON-JUDICIAL STAMP PAPER OF Rs.100/-)**AFFIDAVIT**

*I/we authorized
 signatory of (Mention name of firm/company and
 its complete address) do hereby solemnly affirm and declare as under:-

That *I/we.....*am/are registered as (mention name of
 *firm/company) vide registration No..... under the provisions
 of..... (mention the name of the Act).

That*I/we.....have applied in response to the Tender Documents for
 Construction of various Buildings and other related structures and facility **SUPPLY AND
 INSTALLATION OF SUPPLY AND INSTALLATION OF NETWORK BACKBONE CONNECTIVITY AT
 AIIMS PATNA AT AIIMS PATNA RESIDENCIAL AREA**. That the above named Bidder is eligible
 to submit the aforesaid Application , as neither the bidder nor any of its constituents have
 been barred by the Central Government and/or any State Government in India at any time
 prior to the date of submitting this affidavit.

That the above named Bidder during the last three years has neither failed to perform
 on any Agreement nor was expelled from any project or Agreement nor any Agreement
 was terminated for any breach by the bidder.

5. That the above named Bidder has not been blacklisted by any State/Central Government
 Department/Autonomous Bodies or PSU.

That the above named Bidder is not in default of payment of statutory dues (other than
 disputes being contested by the Bidder).

That the above named Bidder confirms that eligible similar work(s) have not been got
 executed through another contractor on back to back basis.

That the above named Bidder confirms and agrees that, if any such violation comes to
 the notice of AIIMS PATNA ("Owner") in the future, then the Owner shall be at liberty to
 initiate appropriate penal and legal action against the Tenderer and to forfeit the entire
 amount of Earnest Money Deposit/Performance Guarantee.

DEPONENT

VERIFICATION

*I/we..... the above named deponent do hereby verify
that the contents of the aforesaid paragraphs 1 to 8 are
true and correct to the best of *my/our knowledge and belief and nothing is concealed
there from.

Verified atthisday of

DEPONENT

* Strike out whichever is not applicable.

Pledge of Compliance

(To be given by the authorized signatory of the Bidder)

Name:

Designation:

Date:

DECLARATION

I,.....(name designation with company name), acting on behalf of(company name& address), which is an bidder for the Application **SUPPLY AND INSTALLATION OF SUPPLY AND INSTALLATION OF NETWORK BACKBONE CONNECTIVITY AT AIIMS PATNA**. hereby undertake that my Firm/company is fully conscious that if my Firm/company is selected for providing the services to AIIMS PATNA, at no point of time my Firm/company or its officials performing any responsibility on its behalf, or any associates sub-hired by us for executing any activity in the part of the project assigned to us, shall consciously or callously do anything to delay, obstruct or stall the progress of the project or any activities, decisions or actions related to the project, nor shall it refuse to cooperate or comply with any provisions of the Agreement or with any instructions issued by AIIMS PATNA, including its authorized representatives, officials, PM/PMC and/or MPD (Project Architect) for the stated or unstated reason that AIIMS PATNA's position, approach or assessment related to any elements or aspects of the Project is at variance with the position, approach or assessment of my company or its officials.

It is further undertaken that in the event of any breach of the above undertaking during the entire period of project implementation assigned to my Firm/company, the full responsibility of any losses incurred by AIIMS PATNA, including financial, time or reputation losses, as assessed by AIIMS PATNA, shall lie with my company and its officials and my company shall fully compensate AIIMS PATNA for all such losses without resort to conciliation or arbitration processes.

Date:

Signature of the Bidder/
Authorised Signatory

Seal of Bidder:

INTEGRITY PACT

To, Director,
AIIMS
PATNA

Subject: Providing and fixing of “SUPPLY AND INSTALLATION OF NETWORK BACKBONE CONNECTIVITY AT AIIMS PATNA”

Dear Sir,

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

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

I/ we confirm acceptance and compliance with the integrity agreement, in letter and spirit and further agree integrity agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by AIIMS Patna. I/ We acknowledge and accept the duration of the integrity agreement, which shall be in line with article 1 of the enclosed integrity agreement.

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

Yours faithfully

Seal of
bidderDate:

Signature(s) of Bidder
(s)Name and Address

Form of Earnest Money Deposit (Bank Guarantee Bond)

WHEREAS, Bidder.....(Name of Bidder) (Hereinafter called “the bidder”) has submitted his tender dated (Date) for the construction of (Name of work) Hereinafter called “the tender”)

KNOW all people by these presents that we.....registered office at(Hereinafter called “the Bank”) are bound unto Director, AIIMS Patna of in the sum ofRs..... (Rs in words..... for which payment well and truly to be made to the said

Director, AIIMS Patna, the Bank binds itself, his successors and assigns by these presents.

Sealed with the common seal of the said bank this Day of20..... THE CONDITIONS of this obligation are:

If after opening of tender, the Bidder withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the form of Tender;

If the Bidder having been notified of the acceptance of his tender by the Director, AIIMS Patna

Fails or refuses to execute the form of Agreement in accordance with the instructions to the bidder, if required;OR

Fails or refuses to furnish the performance Guarantee, in accordance with the provisions of tender document and instructions to the bidder,

We undertake to pay to the **Director, AIIMS PATNA**, either up to the above amount or part thereof upon receipt of his first written demand, without the **Director, AIIMS PATNA**, having to substantiate his demand, provided that in his demand the **Director, AIIMS PATNA**, will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the **date...** after the deadline for submission of tender as such deadline is stated in the Instructions to the Bidder or as it may be extended by the **Director, AIIMS PATNA**, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS).

(To be executed by and between the Owner and the successful tenderer)

FORMAT OF AGREEMENT

This agreement is executed at _____ (place of execution) on the _____ day of _____, 2024 BETWEEN _____, which shall mean _____ expression

AIIMS PATNA ("Owner") and include _____ successors and assigns _____ of the its _____, (name and address of the successful tenderer)

FIRST PART AND _____ ("Contractor") of the SECOND PART.

The Owner and the Contractor be individually referred to as the "Party" and shall referred to as the "Parties"

WHEREAS **AIIMS PATNA**(the Owner) is desirous of developing a permanent campus and invited tenders by issuing Notice Inviting Tender ("Tender") for selection of a contractor for constructing the said campus. The Contractor has submitted its bid pursuant to the issuing of the Tender by the Owner.

WHEREAS the details of the work proposed to be executed by the Contractor is more particularly specified in the Tender (name and identification number of Contract) ("Works") and the Owner has accepted the Tender submitted by the Contractor for the execution and completion of the Works and the remedying of any defects therein, at a contract price of Rs.....(Rupees _____)(in words)

WHEREAS the Owner has now desirous of laying down the terms and conditions governing the execution of the Works and has therefore, requested the Contractor to execute the present Agreement.

NOW THIS AGREEMENT WITNESSETH AS:

In this Agreement, words and expressions shall carry the same meanings as are ascribed to them in the Conditions of Contract as more particularly mentioned in the Tender. The Parties agree that the Tender shall form an integral part of this Agreement and shall be read and construed accordingly.

In consideration of the payments to be made by AIIMS PATNA(the Owner) to the Contractor as the consideration for execution of the Works ("Consideration"), the Contractor hereby covenants with AIIMS PATNA(the Owner) to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the Tender and this Agreement.

The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Tender and this Agreement at the times and in the manner prescribed under the Tender.

The following documents shall be deemed to form and be read and construed as part of this Agreement:

Notice Inviting
Tender

Contractor's Application and documents submitted
for SelectionLetter of Acceptance;
Notice to proceed with the
Works;Contractor's
Tender;
Contract Data;
Conditions of Contract (including Special Conditions of
Contract);Specifications;
Drawings;
Bill of Quantities; and
Any other documents listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties have caused this Agreement to be executed on the day
and year firstwritten above.

The Common Seal of

Was hereunder to affixed in the
presence of:Signed Sealed and
Delivered by the said

Binding Signature of Owner

Binding Signature of Contractor

in the presence of

TENDER ACCEPTANCE LETTER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable General Rules and Directions, Conditions of Contract, clauses of contract, other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work : **Providing and fixing of "SUPPLY AND INSTALLATION OF NETWORK BACKBONE CONNECTIVITY AT AIIMS PATNA"**. I/we hereby tender for the execution of the Work specified for Director AIIMS Patna, within the time specified in Schedule ' F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for one hundred twenty (120) days from the date of opening of Eligibility Documents and not to make any modification in its terms and conditions.

A sum of Rs. _____/- is hereby forwarded in demand draft/bank guarantee/ RTGS/ NEFT

issued by a scheduled bank as earnest money. If I/We fail to furnish the prescribed performance guarantee Within prescribed period, I/We agree that the said Director, AIIMS Patna or his successors representatives, in office in office shall

Without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director AIIMS PATNA or the successors representatives in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said the performance guarantee absolutely. The said performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the suitable provision.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the as secret/confidential documents and shall not work information/derived there from to any person other than a person to whom I/We am/are authorized to the same or use the information in any manner prejudicial to the safety of the Nation.

Dated:

Signature of Contractor **

Witness: **

Address: **

Postal Address **