Tender For

Outsourcing of services for Operation & routine Maintenance of 180 KLD SBR based Sewage Treatment Plant and Swimming Pool at SAC, AIIMS-Jodhpur.

| N.I.T. No. | AIIMS-JDH/EE/ELECT/2023-24/02 |
|---|--|
| NIT Issue Date | 16 th May, 2023 |
| Pre Bid Meeting | 23 rd May, 2023 at 03:30 PM |
| Last Date of Online Submission of tender | 30 th May, 2023 upto 03:00 PM |
| Last Date of Submission of hard copy of EMD | 30 th May, 2023 upto 03:00 PM |
| Bid Opening | 31st May, 2023 |

Tender Document may be downloaded from following websites: www.aiimsjodhpur.ac.in OR http://eprocure.gov.in, tenders.gov.in



All India Institute of Medical Sciences, Jodhpur

Basni Phase – II, Jodhpur – 342005, Rajasthan Telephone: 0291- 2740741, Ext. No. 3189 email: saxenap@aiimsjodhpur.edu.in www.aiimsjodhpur.edu.in

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NOTICE INVITING TENDER

| S. No. | Particular | Remarks |
|--------|--|---|
| 1. | Name of work | Outsourcing of services for Operation & routine Maintenance of 180 KLD SBR based Sewage Treatment Plant and Swimming Pool at SAC, AIIMS- Jodhpur. |
| 2. | NIT No. | AIIMS-JDH/EE/ELECT/2023-24/02. |
| 3. | Contract period | 02 years |
| 4. | Total estimated cost for Two years | ₹. 78,00,000.00 |
| 5. | Earnest Money Deposit (EMD) | ₹. 1,56,000.00 |
| 6. | Tender documents | Download from following websites- www.aiimsjodhpur.edu.in http://eprocure.gov.in |
| 7. | Pre-bid meeting | 23 rd May, 2023 @ 03:30 PM at Conference room, Administrative Block, Medical College, AIIMS, Jodhpur. |
| 8. | Last date and time online of submission of tender | 30 th May, 2023 upto 03:00PM |
| 9. | Last Date of Submission of hardcopy in original of EMD | 30 th May, 2023 upto 03:00PM |
| 10. | Date of online technical bid opening | 31st May, 2023. |
| 11. | Website for online submission of tender | https://eprocure.gov.in/eprocure/app. |

^{*} Please read carefully the notes given with the tender Notice.

Definitions:

- (i) "Client" means The Director, AIIMS- Jodhpur.
- (ii) "Institute" means All India Institute of Medical Sciences, Jodhpur
- (iii) "Engineer-In-Charge" means Executive Engineer (Electrical), AIIMS- Jodhpur.
- (iv) "Contractor / service provider / bidder" means the individual or the firm providing operation and maintenance services incorporated in the contract
- (v) "e-Tender" means Tender received from a Firm / Tenderer / Bidder.
- (vi) "e-Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (vii) "Goods" means the articles, material, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to be supplied / services to the client under the contract.
- (viii) "Services" means operation and routine maintenance of 180 KLD SBR based STP and Swimming Pool at SAC, AIIMS- Jodhpur and other such obligations of the supplier covered under the contract.
- (ix) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (x) "Contract" means the written agreement entered into between the Client and/or Contractor/ Service provider, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (xi) "Performance Guarantee or PG" means monetary or financial guarantee to be furnished by the successful tenderer for due Performance of the contract placed on it.
- (xii) "Security Deposit" means the amount deducted from the respective bills for works.
- (xiii) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xiv) "Inspection" means activities such as measuring, examining, testing of the product or service and comparing the same with the specified requirement to determine conformity.
- (xv) "Day" means calendar day.

Abbreviations:

- (i) "SBR" means Sequential Based Reactor
- (ii) "TE Document" means Tender Enquiry Document
- (iii) "NIT" means Notice Inviting Tenders.
- (iv) "GCC" means General Conditions of Contract
- (v) "SCC" means Special Conditions of Contract
- (vi) "SOW" means Scope of work
- (vii) "NSIC" means National Small Industries Corporation
- (viii) "LSI" means Large Scale Industry
- (ix) "SSI" means Small Scale Industry
- (x) "PBG" means Performance Bank Guarantee
- (xi) "GST" means Goods and Services Tax
- (xii) "FOR" means Free on Rail
- (xiii) "MOH&FW" means Ministry of Health & Family Welfare, Government of India

Instructions for the Bidder/ The service provider/ Bidders: -

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites Online bids in two bid system for the works Outsourcing of services for operation and routine maintenance of 180 KLD SBR based STP and Swimming Pool at SAC, AIIMS Jodhpur.

Instructions: -

- 1. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.
- 2. The complete bidding process is online. Bidders should have valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.
- 3. Bidder/service provider are advised to follow the instructions provided in the 'Instructions to the service providers/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app'.
- **4.** Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- **5. Criteria of eligibility:** Bidder who fulfill following requirement in last 7 (seven) years shall be eligible to apply. Joint ventures are not accepted:

Note: Completion certificate to be attached.

"Similar works mean Operation & Maintenance of MBR / MBBR / SBR / SAFF based Sewerage Treatment Plant of atleast 180 KLD capacity/ Swimming pool."

- a. Three similar completed works each of value not less than 40% of estimated cost put to the tender or Two similar completed works each of value not less than 60% of estimated cost put to the tender or One similar completed work of value not less than 80% of estimated cost put to the tender as on 31st March, 2023.
- b. The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate @ 7% per annum calculated from the actual date of completion of work upto 31st March, 2023.
- c. Satisfactory job completion certificate that should have been signed by Executive Engineer or of similar rank or above; certifying the detailed scope of work handled to include electrical installations, programmable logic control panels, pumping station, digester, Chlorination and having maintained an on-site pollution testing laboratory. The bidder must have completed works in last seven years ending 31st March, 2023 with Government / Semi-government/PSU (As per Annexure-III).
- 6. Bidder should have Average Annual Financial Turnover of ₹ 39,00,000.00 (Rupees Thirty-Nine Lac Only) during the last three consecutive financial years ending 31st March 2023 (Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN) to be uploaded).
- 7. Earnest Money Deposit: The EMD amounting to ₹. 1,56,000.00 (Rupees One lakh Fifty-Six Thousand Only) shall be deposited in favour of "Äll India Institute of Medical Sciences,

Jodhpur", Payable at Jodhpur, the same will be allowed with validity up to 180 days and of any Scheduled Bank.

The Firms registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / OR Small-Scale Industries (SSI) are exempted to submit the EMD only (Copy of registration must be provided along with technical bid). *No other relaxation shall be allowed.* The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.

* The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before the last date of submission of bid. The bid submitted without EMD will be summarily rejected.

8. Submission of Tender:

The tender shall be submitted online in two part, viz., technical bid and financial bid.

✓ The offers submitted by email or any other media except CPP portal, shall not be considered. No correspondence will be entertained in this matter.

I. Technical Bid

The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- Proof of EMD submitted or exemption under MSME registration.
- Copy of Completion certificate issued by the client. (Ref. Clause-5: Criteria of eligibility)
- Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- Copy of Income Tax Return Acknowledgement for last Three consecutive financial years
- Copy of annual financial turnover duly authorized by CA
- Copy of PAN Card Registration.
- Copy of GST registration certificate.
- Certificates as per Annexure- I to VI.

II. Financial Bid

Price bid Form [As per BoQ] - Price must be quoted as per format specified; failing which tender shall be summarily rejected.

ACCEPTANCE OF TENDER CONDITION

(To be submitted on Letter Head of the Company/Firm)

TENDER NOTICE NO: AIIMS-JDH/EE/ELECT/2023-24/02

Percentage Rate Bid for the work: Outsourcing of services for operation and routine maintenance of 180 KLD SBR based STP and Swimming Pool at SAC, AIIMS Jodhpur.

TENDER

I/we have read and examined the notice inviting tender, all the annexures, Specifications applicable, General Conditions of Contract and other documents and rules referred to in the condition of contract and all other contains in the tender document for the work.

I/we hereby tender for the execution of the work specified for the Executive Director, AIIMS-Jodhpur within the time specified as per Performa Schedule and General Rules and Conditions of Contract with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **180 days** from the due date of its opening of technical bid and not to make any modification in its terms and conditions.

A sum of ₹. 1,56,000.00 (Rupees One Lakh Fifty-Six Thousand Only) is hereby forwarded in Demand Draft /Bank Guarantee issued by a scheduled bank or registration certificate with MSME / National Small Industries Corporation (NSIC) / OR Small-Scale Industries (SSI) as earnest money. A copy of earnest money deposit / exception certificate is also scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the Executive Director, AIIMS- Jodhpur or his successors, 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 the Executive Director, AIIMS- Jodhpur or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance security deposit absolutely. The said Performance security deposit 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 the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance security deposit as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the institute, then I/we shall be debarred for tendering in AIIMS- Jodhpur in future. Also, if such a violation comes to the notice of the institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance security deposit. I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

| Dated | Signature of Contractor | | | |
|-------------|-------------------------|--|--|--|
| Witness: | Postal Address | | | |
| Address: | | | | |
| Occupation: | | | | |

General Conditions of Contract

- 1. Rate: Rates to be quoted only in the Financial Bid (BoQ) and nowhere else i.e. letter heads etc. considering costs of all required works, minimum wages for labour and all their benefits & deductions and material on DOOR Basis Delivery at AIIMS, Jodhpur inclusive of all charges. The service provider must consider all the costs involved in compliance of all the work, obligations and responsibilities as stated in this tender and latest guideline from Government of India with latest amendments.
- 2. Validity: The quoted rates and EMD must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender. In case the last date of receipt of tender / of opening the tender is declared as Holidays, the respective dates shall be treated as postponed to the next working day accordingly.

3. Technical Evaluation:

- a) Detailed technical evaluation shall be carried out in pursuant to the conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms & condition of the tender without any deviation.
- b) The determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The evaluation of the technical bids will also be done to determine whether they are complete, required sureties have been furnished, all the documents have been properly authorized and are in order.
- c) Conditional bid will be treated as unresponsive and will be rejected.

4. Financial Evaluation:

After due evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the lowest evaluated responsive tenderer on **composite basis** i.e. Service charges on labour component and O&M cost. Conditional bid/s will be treated as unresponsive and will be rejected. The client reserves the right to counter offer price(s) against price(s) quoted by any bidder.

- 5. Right of acceptance: The Client have right to accept or reject any or all tenders or cancel or withdraw the tender notice without assigning any reasons thereof. Also, does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.
- 6. Signing of Contract: The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) within fifteen (15) days of the issue of the Letter of notification of award along with performance security. In the event of failure to sign the Contract / non-submission of performance guarantee within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

7. Performance guarantee:

- a) As a contract security for faithful performance of the contract in accordance with all the terms and conditions specified in the tender, the successful bidder shall furnish a Performance guarantee @ 3% of order value in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Jodhpur" after receipt of work order.
- b) The client has right to encash the PG in full or part for non-compliance of any or all the terms

- and conditions of the tender / contract and to recover any Liquid Damages and penalties under the contract as well as against defects in the any work as enumerated in the tender / contract.
- c) In case of part encashment, the validity of the PG shall have to be kept valid for the remaining period as per contract, for the balance amount or for a period as required by the client.
- d) **Refund of PG-** The Performance guarantee will be refunded after completion of work in accordance of all the contractual obligations and issuance of completion certificate from Engineer-In-Charge.

8. Security Deposit:

- a) Security Deposit @5% will be deducted from the consecutive running bills of the Contractor upto Final bill.
- b) The client will have the right to encash the SD in full or part for non-compliance of any or all the terms and conditions of the tender / contract and to recover any Liquid Damages and penalties as enumerated in the tender / contract.
- c) Release of SD- The release of Security Deposit of the work shall be subjected to submission of No Objection Certificate from labour Department (if applicable) or the labours deputed by the firm on said works.
- **9. Authority of person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of the bidder shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the Client may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
- 10. Information and instruction posted on websites with respect to this NIT, will be forming the part of NIT and agreement.
- 11. Subletting of Work: The firm shall not assign or sublet the work/job or any part of it to any other person/party or will first obtain permission in writing from the Client, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one bidder.
- 12. Breach of Terms and Conditions: In case of breach of any terms and conditions as mentioned in tender, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by the institute in that event and the PG/SD shall also stand forfeited.
- 13. Insolvency etc.: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified the client shall have the power to terminate the contract without any prior notice.

14. Applicable Law:

- The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
- The contractor shall follow all the government labour laws, minimum wages, labour safety, labour insurance etc. Any disputes are subject to exclusive jurisdiction of competent court and forum in Jodhpur, Rajasthan, India only.
- The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.

- Force Majeure: Any delay due to Force Majeure will not be attributable to the service provider.
- **15.** The bidder is specifically required to quote only one rate against each item. The rate Quoted shall conform to all the prescribed scope of work.
- 16. The quantities / number of labours are approximate and are liable to change up to any extent on either side. The Engineer-in-Charge reserves right to order deviation from the quantities / number of labours mentioned in the tender. The service provider shall provide the additional quantity / number of labours on the rates / service charge quoted in the tender documents. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which be might have derived from the execution of work in full as mentioned in tender but which did not derive any consequence of the full supply of material to execute the work as mentioned in tender.
- 17. Any information / document required for verification shall be provided by the bidder.

SPECIAL CONDITIONS OF CONTRACT

- All required material / consumable /chemicals for operation and routine maintenance work of 180 KLD SBR STP and Swimming pool shall be procured the service provider in order to maintain the quality of treated water in accordance to the norms of Pollution Control Board. The service provider will also require to submit all documentary details in fulfillment of this conditions regarding procurement of materials including relevant test certificates.
- The service provider shall be responsible and liable for proper and complete execution of the Electrical and Mechanical component of works and also ensure coordination and completion of both civil and electrical work.
- 3. The mentioned trained staff shall be provided by the service provider (a) Plant Operator (For STP) 3 Nos. (1 No. in each shift round the clock) (b) Helper for cleaning and support work 01 no. (as required at site) (c) Pump Operator (For Swimming)- 2 Nos. (1 No. in each shift except night) (d) Helper for general & suction cleaning and support work 01 no.
- 4. Any type of damage done to the equipment/installation during operation of the work shall be made good by the contractor and nothing extra shall be paid for the same decision of Engineer-in-charge in this matter shall be final and binding.
- 5. The service provider shall handover the entire installation in good working condition after completion of work except normal wear & tear.
- 6. In case of default in system including foul smell from treated water, treated water parameters such as BOD, COD, TSS, Coliform & TSS are not as per local byelaws/NGT/PCB, these defaults shall be removed/rectified within 24 hours failing which recovery @ Rs. 100 per hour shall be made from service provider's running / final bill.
- 7. This is purely a service contract. All the staff engaged by the contractor shall be purely his liability and institute in no way will be responsible for any compensation for any of their acts/accidents.
- 8. No staff shall leave his duty unless relived by his relievers. Engineer-in-charge reserve the right to retain the staff for next shift if relievers fail to turn up. The OTA applicable in this case shall be borne by the service provider.
- 9. The service provider shall provide all necessary tools and plants i/c ladder, hand gloves, safety devices etc. to carry out the day-to-day work as per schedule. A first aid box will also be provided at the site of work for availability in case of emergency.
- 10. The service provider or his employees got no claim for the regularization in the institute.
- 11. Contractor must maintain the plant in such a way that output parameters confirm with the latest CPCB norms and to maintain the parameters the Materials/consumable required shall be arranged / managed by the Contractor itself. Nothing shall be paid extra by the Client for any additional quantities required to maintain the parameters. Contractor must quote the rates accordingly

- 12. Sundry material such as soap, duster, broom, old dhoti, cotton waste fuse wire, PVC tape, Grease, Test Lamp, Torch, cleaning material etc. required for the work shall be arranged by the service provider with in their quoted rates.
- 13. Wherever any reference is made of any Indian Standard, it shall be taken as reference to the latest edition with all amendments / revision issued thereto up to the date of receipt of tenders.
- 14. Other agencies working at site will also simultaneously execute the work entrusted to them and the service provider shall offer necessary co-operation wherever required to other agencies.
- 15. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The service provider shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
- 16. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, labour laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
- 17. All rubbish/silt/waste, garbage etc. generated due to any operation whatsoever shall be disposed-off on daily basis.
- 18. The service provider shall depute required staff having requisite experience. The contractor shall furnish an undertaking about the staff deputed once at site of work that he will not replace them before the date of completion without the consent of Engineer-in-charge. The duty roster should be framed accordingly that the staff will be available at Plant on 24x365 days basis. However, in case of emergency, all the staff shall have to be present even on odd-hours/holidays/Sundays as and when required by the site. For any staff on leave substitute staff shall be provided by the contractor without any extra cost.
- 19. Log book, Attendance Register and other records will have to be produced either daily according to the requirement or when asked to do so by the Engineer-in-charge or his authorized representative. All log books / records will be as per guidelines from Pollution Control Board.
- 20. When a register gets completed, it will be handed over to Engineer-in-charge. It will not be returned to the contractor and the same will remain the property of the institute.
- 21. The service provider will have to arrange all the required furniture etc. at his own cost pertaining to his job and he will take all these things back only after the expiry of the agreement for which nothing extra shall be paid.
- 22. The personnel and laborers engaged by the contractor under this contract shall wear neat and clean uniforms as approved by the Engineer-in-charge along with name badges. An identity card duly countersigned by Engineer-in-charge or his representative shall be issued to each personnel by the contractor to have proper identifications. The character and antecedents of the staff employed by the contractor shall be got verified from the police by the contractor.
- 23. The contractor shall have registration with Employee's Provident Fund commissioner and Employee's state Insurance Corporation for safe guarding interest of his workmen. He shall obtain all other necessary approvals from statutory bodies as per law in vogue.
- 24. Staff employed by the service provider should be well behaved, Polite & courteous. Any complaint against staff on behavior should be taken very seriously and such staff should be removed by the contractor immediately from the site and replacement shall be provided immediately.

- 25. The service provider shall be fully responsible for any damages caused to govt. property or allottee's property by his or his labour in carrying out the work and shall be rectified by the contractor at his own cost.
- 26. GST as applicable shall be paid to the contractor on production of challans on actual basis along with an undertaking also to be provided.
- 27. Required Space will be handed over to the contractor free of cost by the institute.
- 28. The service provider shall restore back the premises and other articles provided by the institute to the Engineer-in-charge at the time of closure of the contract.
- 29. Any reference made to any Indian standards specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders.
- 30. The service provider will maintain attendance records of the staff, which will be checked by the Engineer-in-charge or authorized representative. In case of absence / non-availability of staff, recovery shall have made in account of the contractor @1.5 times of prevailing minimum wages approved by Govt. of India. The monthly running bills of the contractor will be proceeding only after submission of monthly ESI & PF Challans (n-1) i.e. one month previous to the current month and GST invoice of current month.
- 31. Service provider has to provide drinking water facility to his staff. Watch and ward of enquiry office shall be the responsibility of the agency. A mobile connection for plant will also be provided by the service provider at his own cost.
- 32. The service provider will not pitch up tents for laborers, materials and his stores etc. and shall clear the site properly after the completion of the work.
- 33. No residential accommodation shall be provided to any of the staff engaged by the contractor. The service provider or his staff shall not be allowed to erect any permanently / temporary huts / structures at the site of work or at any government land / premises.
- 34. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, ESI and other statutory obligations relating to personnel deployed by it at AIIMS, Jodhpur site. I case of any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date (before 7th of every month) irrespective of any delay in settlement of its bill by the AIIMS, Jodhpur for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts and their amendments etc., including but not limited to with the following and their re-enactments / amendments / modifications:
 - a) The Payment of Wages Act 1936
 - b) The Employees Provident Fund & MP Act 1952
 - c) The Contract Labour (Regulation) Act, 1970
 - d) The Payment of Bonus Act, 1965
 - e) The Payment of Gratuity Act, 1972
 - f) The Employees State Insurance Act, 1948
 - g) The Employment of Children Act, 1938
 - h) Minimum Wages Act, 1948
- 35. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the Institute. Rates quoted by the firm will include all statutory obligations of the contractor under Minimum Wages Act. Minimum wages for all purposes of tendering and execution thereof shall be rates as notified by Chief labour commissioner (Central). Revision of rates will be acceptable against submission of order/notification from time to time with

authentic proof of having paid the same. Only Minimum wages for number of persons deployed will be revised as and when Minimum wages revision is notified by Chief labour commissioner (Central). Apart from this no other escalation on any component on any component is payable whatsoever." This clause shall be operational for decrease in quoted/awarded amount on same analogy as above in case there is decrease in labour rates.

- 36. **Breach of Terms and Conditions**: Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. In Case of breach of any terms and conditions, the Client have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by the client. In that event the EMD/PG/SD shall also stands forfeited.
- 37. **Termination of Contract:** The client would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of any rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated by either party by giving one month's notice to the institution.
- 38. **Arbitration:** The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Jodhpur, Rajasthan, India only. The decision of the Arbitrator shall be final and binding on the both parties.
- 39. **Dispute Settlement**: It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Client whose decision shall be final and binding on both the parties. The service provider shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
- 40. **Guidelines issued by Hon'ble National Green Tribunal** in O.A. No. 21 of 2015 and O.A. No.95 of 2014 in the matter of Vardhaman Kaushik Vs. Union of India & other and Sanjay Kulshreshtha V/s Union of India & ORS: Air Pollution of Dust from Construction and Demolition activity reg. issued vide letter No. DPCC/EIA/Ref-001 to 172/NGT-21/2015/225-408 dt. 17/04/2015 shall be complied by the Bidders.
- 41. Any / all material shall be as per CPWD guidelines / specifications with up to date correction slip. In the event of any variation between CPWD / IS specifications and that in the IS Code the former shall take precedent over the later. In the event of variation between the nomenclature of item as per schedule of quantities and specifications, the former shall prevail.
- 42. The Engineer-in-Charge shall be at liberty to test respective sample (s) of each item (to be replaced) in any approved laboratory as decided by him. The sample for testing shall be provided by the service provider. All expenditure required to be incurred for making available the sample, conveyance and packing etc. shall be borne by the service provider himself. In case any sample of particular lot fails in testing the service provider shall be bound to replace the entire lot with fresh material of prescribed specifications and the rejected lot shall only be returned to the contractor after fresh lot is supplied. Testing charges in respect of failed sample will be borne by the contractor himself.

Details of major STP equipments installed at Plant

| S. No. | Name of installation |
|--------|--|
| i. | Air blower for EQT : 95 m3/hr @ 5000mmwg = (1W+1S) |
| ii. | Air blower for SBR tank : $57 \text{ m}3/\text{hr}$ @ $5000 \text{mmwg} = (2W+1S)$ |
| iii. | Sewage transfer pump: $25\text{m}3/\text{hr} = (2\text{W}+1\text{S})$ |
| iv. | MGF filter: $15-17\text{m}3/\text{hr/m}2 = 2 \text{ No}$. |
| v. | Activated carbon filter: 15-17m3/hr/m2 = 1 No. |
| vi. | Basket type centrifuge = 1 No. |
| vii. | Chlorine dosing system = 1 No. |
| viii. | Sludge feed pump: $3.75 \text{m} 3/\text{hr} = 2 \text{ Nos.}$ |
| ix. | Sludge transfer pump: 5.0 m3/hr = 3 Nos. |
| X. | Filter feed pump: 7.0 m3/hr = 3 Nos. |
| xi. | Mixer for Anoxic Tank = 1 set |
| xii. | Deodorization system = 1 set |
| xiii. | Electrical control panel = 1 Set |
| xiv. | Garden Hydrant pump = 1 Set |
| XV. | Flushing water pump (HNP) = 1 set |
| xvi. | HNP Water supply pump: $475 \text{ LPM} = (1W + 1S)$ |
| xvii. | STP plant & HNP Water supply pump |

Above details of installations are indicative. Complete details shall be also be provided at the time of starting of work.

SCOPE OF WORK

| Sr. No. | Description Description | Scope of Work | Remarks |
|---------|---|------------------|---|
| | A. Operational ser | vices | |
| A01 | Operation and routine maintenance of 180 KLD capacity Sewage treatment plant (SBR Technology) and Swimming pool near SAC at AIIMS- Jodhpur with associated equipments and charging of chemicals such as chlorine, other consumables as mentioned in the Terms, conditions & specifications, replacement of defective parts, disposal of sludge/ bio - sludge from the plant, coarse & grit particles from the screening chamber, and operation & monitoring of hydro pneumatic water supply pump in SAC pump room, cleaning i/c connection and interconnection etc. as required on all working days i/c Sunday and holiday in different shifts as per duty chart (Manpower to be deployed as given below) and terms and conditions attached, complete for the satisfactory operation of the STP Day to day operation 24x7 for 365 days & routine maintenance and maintaining Daily / Weekly / Monthly reporting and log book. All the running records of effluent quality; laboratory test, chemical consumption record etc. in standard format shall be maintained by the service provider as directed / as per updated guidelines of pollution control board. | Service Provider | |
| A02 | Sample testing of treated water of both 180 KLD STP and Swimming pool from any NABL accredited LAB for sewerage water parameters like BOD, COD, pH, TSS, e-Coli, Nitrates, Phosphates, total Nitrogen, total phosphorous etc. and other required parameter as per norms of Pollution Control Board including collection, transportation of sample & providing testing report of the same etc. complete as required. (Once in a week). | Service Provider | |
| A03 | Procurement, handling, unloading, preparing & Dosing Chemical Solutions of required concentration and quantity. | Service Provider | |
| A04 | Supply of proprietary chemicals (DWPE), commodity chemicals (Hypo, Citric acid, NaCl), major and minor spares like lubricants, cotton waste, oil & grease, etc. | Service Provider | |
| A05 | Supply of maintenance consumables like rustoline, gaskets, packing, v-belts etc. | Service Provider | |
| A06 | Provide professional, skilled & support manpower | Service Provider | Trained manpower must be deputed at the site. |
| A07 | Collection, removal and disposal of sludge outside AIIMS Jodhpur campus or as directed by the Engineer-in-charge. | Service Provider | |
| A08 | Submission of operation data as per Clients requirement. | Service Provider | |
| A09 | Operations & routine /preventive maintenance of all | Service Provider | |

| | air blowers, pumps, electrical & mechanical machinery including electrical panels i.e. pumps, motors, blower, and other equipments for STP and | | | | | | |
|-----|--|---------------------------|--|--|--|--|--|
| | Swimming pool | | | | | | |
| A10 | General cleaning and house-keeping | Service Provider | The service provider will maintain the premises and surroundings upto 10 meters of STP / Pool. | | | | |
| A11 | Cleaning / Preventive maintenance of the air filters on Air Blowers regularly. Change the Air Filters Periodically. | Service Provider | | | | | |
| A12 | Maintenance of civil structures, roads, painting of equipments, pipes and buildings etc | AIIMS, Jodhpur | | | | | |
| A13 | Provision of heavy lifting equipments like Hydra, Crain's, Forklifts, Chain pulley block with tripod etc. on requirement. | Service Provider | | | | | |
| A14 | Provision of all type of Tool & Tackles required at site. | Service Provider | | | | | |
| A15 | Overhauling & Breakdown maintenance of equipments | Service Provider | | | | | |
| A16 | Calibration of Lab / Field equipments & instrument | Service Provider | | | | | |
| A17 | Any equipment replacement in accordance of its life span | As per orders of E-I-C | | | | | |
| | B. Statutory requirements & clearness | | | | | | |
| B01 | All statutory & Environmental clearances & taxes. | AIIMS, Jodhpur | To obtain necessary clearance from pollution control board the service provider will provide all necessary documents & will cooperate and Liaison with the concern department as and when required. Fees as per norms, if any shall be deposited by AIIMS- Jodhpur to the concern departments. | | | | |
| B02 | All statutory norms as per applicable labor law | Service Provider | | | | | |
| | C. Miscellaneo | ous | | | | | |
| C01 | Monthly payment of O&M Bills | AIIMS, Jodhpur | | | | | |
| C02 | Ensuring availability of raw water as per design specifications, electrical power etc. required for operation of the plant. | AIIMS, Jodhpur | | | | | |
| C03 | Plant security round the clock | AIIMS, Jodhpur | | | | | |
| C04 | Any medical facility on site | Service Provider | | | | | |

❖ *Note*:

- 1. All the details regarding equipment installed at 180KLD SBR STP and swimming pool at SAC, AIIMS-Jodhpur will be provided by the institute.
- 2. The equipments / plants shall be handed over by the client to the service provider at the start of the contract and shall be maintained in line with manufacturer maintenance manual (to be handed over during handing over of the site)
- 3. The client will provide space, power, water inlet for STP and swimming pool water, Lab building, illumination, security of plant etc. as per service provider recommendation and requirements.
- 4. All the preventive & remedial measures to mitigate occupational safety & health risks shall be sustained by the service provider at site of work. All the personnel protective equipments shall be provided by the service provider.
- 5. Operational team (qualification below is minimum)

| Name of designation | Qty. | Unit | Type of labour | Qualification |
|---------------------|------|------|----------------|--|
| Plant Operator | 03 | Nos. | Skilled | I.T.I. (in electrician / fitter trade) with minimum 03 years working experience in relevant field. |
| Pump operator | 02 | Nos. | Skilled | I.T.I. (in electrician / fitter trade) with minimum 03 years working experience in relevant field. |
| Helper | 01 | Nos. | Unskilled | Should be familiar with the working of Sewerage Treatment Plant. |
| Helper | 01 | Nos. | Unskilled | Should be familiar with the working and cleaning of swimming pool. |
| Total No of | 07 | Nos. | | |

NOTE: The number of skilled and / or unskilled labour can be increased / reduced as per actual necessity of site with the approved of Engineer-in- charge without any additional charges.

6. Penalty for non-availability of manpower:

The contractor will maintain attendance records of the staff, which will be checked by the Engineer-in-charge or his representative. In case of absence / non-availability of reliever / any staff, recovery shall have made in account of the contractor @1.5 times of prevailing minimum wages approved by Govt. of India.

Annexure - I

Details of the Bidder

| S. No. | Details to be furni | shed |
|--------|---|------|
| 1. | Name of Firm /Service provider / service provider | |
| 2. | Complete Address: | |
| 3. | Name of Proprietor/ Partner/ Managing Director / Director. | |
| 4. | State clearly whether it is sole proprietor or partnership firm or a company or a Government Department or a Public Sector Organization | |
| 5. | Whether each page of NIT and its annexure have been signed and stamped | |
| 6. | Whether the firm is a registered firm Yes/No (attached copy of certificate). | |
| 7. | Copy of GST Registration | |
| 8. | Permanent Account No. (Copy must be provided) | |
| 9. | Copy of Income Tax Return Acknowledgement for last Three years | |
| 10. | Any other information, if necessary | |
| 11. | Name and address of service center at/ nearby Jodhpur | |
| 12. | Official Email ID | |
| 13. | Contact No. | |

❖ Note: All pages should be numbered & indexed.

| Date: | Name: |
|--------|----------------------|
| Place: | Business Address: |
| | Signature of Bidder: |
| | Seal of the Ridder |

Annexure-II

UNDERTAKING FOR NON-BLACKLISTING (To be submitted on letter head of the company / firm)

I hereby certify that the above firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institute on any account.

I also certify that firm will supply the item as per the specification given by Institute and also abide all the terms and conditions stipulated in tender.

I also certify that the information given in the bid is true and correct in all aspects and if in any case at a later date it is found that any detail/s provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may have imposed any action as per NIT rules.

| Date: | Name: | |
|--------|---------------------|---|
| Place: | Business Address | : |
| | Signature of Bidder | : |
| | Seal of the Bidder | : |

Annexure-III

Details of all works of similar class completed during the last seven years ending last day of the month ending MARCH- 2023

Attached certified copies of experiences (Can use extra sheet if necessary)

| S. No | Name of Work / Project | Owner or Sponsoring Organization | Cost of work (in lac) | Date of Comme ncement as per contract | Stipulated date of completion | Actual date of completion | Litigation/ arbitration pending / in progress with details | Name and address/ telephone number of officer to whom reference may be made | Remarks |
|----------|------------------------------|--|-----------------------------|---|-------------------------------------|---------------------------------|--|---|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

^{*} Indicate gross amount claimed and amount awarded by the Arbitrator.

| Date: | Name | : |
|--------|------------------|---|
| Place: | Business Address | : |

Signature of Bidder :

Seal of the Bidder :

^{*} Please attach completion & performance certificates from authorized person.

Annexure-IV

COMPLETION / PERFORMANCE CERTIFICATE

(To be submitted on Letter Head of the client department issuing completion / performance certificate)

| COMPLETION / PERFORMANCE CERTIFICATE | | |
|---|--|--|
| 1. | Name of Work | |
| 2. | Agreement no. / Work order no. | |
| 3. | Date of issue of work order | |
| 4. | Name of the client | |
| 5. | Stipulated date of commencement of work as per agreement | |
| 6. | Tendered value of work | |
| 7. | Completion cost of work | |
| 8. | Stipulated date of completion of work as per agreement | |
| 9. | Actual date of completion of work | |
| Certified that the work has been completed satisfactory within the stipulated date of completion. There | | |
| are no defects apparent and M/s has completed all the works as per | | |
| agre | agreement. | |

❖ Note:
The above completion certificate shall be issued on the letter head of concerning client department.

Signature of Authorized officer (with designation)

Annexure-V

FINANCIAL INFORMATION

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit & loss account duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

| S. No. | Descriptions | 2020-21 | 2021-22 | 2022-23 |
|--------|--------------|---------|---------|---------|
| 1. | | | | |
| | | | | |
| 2. | | | | |
| | | | | |
| 3. | | | | |
| | | | | |

Gross Annual Turn Over.

Profit/Loss

II. Financial arrangements for carrying out the proposed work.

Signature of Bidder with Seal

Signature of Chartered Accountant with Seal

Annexure-VI

TENDER ACCEPTANCE CERTIFICATE (To be submitted on Letter Head of the Company/Firm)

To, The Director, All India Institute of Medical Sciences, Jodhpur (Raj.)

Name of work: Outsourcing of services for Operation & routine Maintenance of 180 KLD SBR

based Sewage Treatment Plant and Swimming Pool at SAC, AIIMS- Jodhpur.

Due on: 30th May, 2023

I / We, the undersigned have examined the above-mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply / complete the works in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to provide the items / services for which tender has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements. We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form as mentioned in your NIT. I/We agree to keep our bid valid for a period of 180 (one hundred eighty) days for acceptance as required in your NIT Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Agreement / Contract is executed; this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above referred advertised tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments /PSU etc. I/We confirm that I/we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum, if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security / Performance Security.

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

(Scanned copy to be uploaded at the time of submission of bid along with the technical bid)

| Name: | |
|----------|--|
| | |
| Business | |
| Address: | |
| Place: | |
| Date: | |

Check List for Documents Required with Technical Bid (To be attached with the Technical Bid)

| S. No. | Detail provided | Compliance (to be ticked as attached) | Page no. of bid |
|-----------|---|---|-----------------|
| 1. | Copy of EMD (Attached) | Yes / No | |
| 2. | Criteria of eligibility (Read and Attached) | Yes / No | |
| 3. | Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc. (Attached) | Yes / No | |
| 4. | Copy of Income Tax Return Acknowledgement for last three consecutive financial years (Attached) | Yes / No | |
| 5. | Copy of PAN Card Registration (Attached | Yes / No | |
| 6. | Copy of GST registration certificate. (Attached) | Yes / No | |
| 7. | Copy of Average annual turnover duly verified by CA (Attached) | Yes / No | |
| 8. | Acceptance of tender conditions (Filled and Attached) | Yes / No | |
| 9. | General Conditions of Contract (Read and Accepted) | Yes / No | |
| 10. | Special Conditions of Contract (Read and Accepted) | Yes / No | |
| 11. | Scope of Work (Read and Accepted) | Yes / No | |
| 12. | Annexure – I (Technical Bid) (Filled and Attached) | Yes / No | |
| 13. | Annexure – II (Undertaking) (Filled and Attached) | Yes / No | |
| 14. | Annexure – III (Details of all works of similar class) (Filled and Attached) | Yes / No | |
| 15. | Annexure – IV (Completion /Performance certificate) (Filled and Attached) | Yes / No | |
| 16. | Annexure – V (Financial Information) (Filled and Attached) | Yes / No | |
| 17. | Annexure – VI (Tender Acceptance Certificate) (Filled and Attached | | |

| Date: | Name: |
|--------|---------------------|
| Place: | Business Address: |
| | Signature of Bidder |
| | Seal of the Bidder: |