

**Tender
For
Procurement of Java Application Control Engine
(JACE) for BMS of HVAC system installed at AIIMS-
Jodhpur.**

N.I.T. No.	AIIMS-JDH/EE/ELECT/2021-22/02(Second Call)
NIT Issue Date	20-01-2022
Last Date of Online Submission of tender	03-02-2022 upto 03:00 pm
Date of online technical bid opening	04-02-2022

Tender Document may be downloaded from following websites

www.aiimsjodhpur.ac.in

<http://eprocure.gov.in>,

tenders.gov.in



All India Institute of Medical Sciences, Jodhpur

Basni Phase – II, Jodhpur – 342005, Rajasthan

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Executive Engineer (E)
AIIMS, Jodhpur

NOTICE INVITING TENDER

S. No.	Particular	Remarks
1.	Name of work	Procurement of Java Application Control Engine (JACE) for BMS of HVAC system installed at AIIMS-Jodhpur.
2.	Tender No.	AIIMS-JDH/EE/ELECT/2021-22/02(Second call)
3.	Time to supply the material	15 days
4.	Estimated Cost	₹ 5,39,000/-
5.	Performance Security (Guarantee)	@08% of contract value
6.	Tender documents	Download from following websites- www.aiimsjodhpur.edu.in http://eprocure.gov.in
7.	Last date and time of online submission of tender	03-02-2022 upto 03:00 pm
8.	Date of online tender opening	04-02-2022

❖ **Please read carefully the notes given with the tender Notice.**

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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 calls for tender for Procurement of Java Application Control Engine (JACE) for BMS of HVAC system installed at AIIMS-Jodhpur.

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 be possession of 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 must be authorized dealer / distributor of the approved make (as per Annexure-I) of JACE. Joint ventures are not accepted.**
6. **Submission of Tender:**
The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
✓ **The offers submitted by Fax/email 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:

- **Copy of authorized dealership / distributorship certificate.**
- Copy of Income Tax Return Acknowledgement for last three consecutive financial years.
- Copy of PAN Card Registration.
- Copy of GST registration certificate.
- Certificate as per Annexure-II, III, IV & V

II. Financial Bid

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

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General Conditions of Contract

1. **Rate:** Rates to be quoted in the Financial Bid considering costs of material, taxes and delivery at site / FOR etc.
2. **Warranty / guarantee:** The bidder / contractor shall provide onsite Warranty / guarantee of 1 year after the date of supply. If JACE is replaced / repaired within the warranty / guarantee period the warranty / guarantee shall be extended accordingly. No transportation charges shall be borne by AIIMS Jodhpur in this regard.
3. **Validity:** The quoted rates 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 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.
4. **Technical Evaluation:**
 - a. Detailed technical evaluation shall be carried out by Institute pursuant to 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 and condition of the tender without any deviation.
 - b. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order. The Director, AIIMS, Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.
5. **Financial Evaluation:**
 - a. The financial bid shall be opened of only those bidders who have been found to be technically eligible.
 - b. After due evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as unresponsive and will be rejected.
6. Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved with the Competent Authority, AIIMS Jodhpur.
7. **Award of Contract:** The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.
8. **Performance Security (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 obligations under warranty period, the successful tenderer / contractor shall furnish a **Performance Security (Guarantee)** @ 8% 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 supply order.
 - b. AIIMS-Jodhpur shall have the right to encash the Performance guarantee / Security deposit 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

of the warranty obligations as enumerated in the tender / contract.

- c. In case of part encashment, the validity of the Performance guarantee / Security deposit shall have to be kept valid for the remaining period as per contract, for the balance amount or for a period as required by AIIMS-Jodhpur.
 - d. **Refund of Performance Security (Guarantee)** – The Performance Security (Guarantee) of the work shall be refunded after the contractor issuance of a clearance / completion certificate from the Engineer-In-Charge.
9. **Authority of person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of another 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 Director, AIIMS, Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
 10. **Right of acceptance:** The Director, AIIMS, Jodhpur reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The Director, AIIMS, Jodhpur reserve the right to reject any or all tenders /quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained
 11. **Inspection / Testing:**
 - (a) AIIMS, Jodhpur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.
 - (b) AIIMS, Jodhpur right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Jodhpur prior to the goods shipment.
 - (c) The Director, AIIMS, Jodhpur shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
 12. Information and instruction for Service provider for tendering forming part of NIT and to be posted on website.
 13. Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Competent Authority.
 14. Rate should be quoted in Indian Rupees (INR) on DOOR Basis Delivery at AIIMS, Jodhpur inclusive of all charges. The service provider shall take into account all the costs involved in compliance of all the special conditions and as stated above while quoting his rates in his tender for this work. No transportation/ cartage charges will be provided for the same.
 15. GST shall be paid extra as applicable. Bidder shall submit TAX invoice for the material to be supplied along with lot number mentioned on it.
 16. **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 Competent Authority of AIIMS, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one bidder.
 17. **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 AIIMS, Jodhpur in that event the bid shall also stands forfeited.

18. After the evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the lowest evaluated responsive bidder on composite basis. Conditional bid will be treated as unresponsive and will be rejected.
19. **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. A
 - 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.
20. The rates shall be quoted only in the BOQ (schedule of quantities) attached with the tender in MS-Excel format and nowhere else.
21. The quantities 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 mentioned in the tender. The contractor shall supply the additional quantity on the rates quoted in the tender documents irrespective of deviation limit mentioned elsewhere in the agreement. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derive from the execution of supply in full as mentioned in tender but which did not derive any consequence of the full supply of material mentioned in tender not having been ordered.
22. Any information / document required for verification shall be provided by the bidder.
23. Contractor 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.
24. **Breach of Terms and Conditions:** Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or In Case of breach of any terms and conditions as mentioned above, 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 AIIMS, Jodhpur in that event the bid shall also stands forfeited.
25. Rejected materials shall have to be removed by the contractor at his own cost within a week of the instructions of doing so.
26. Liquidated Damage: - If the supplier fails to deliver the material on or before the stipulated date, then a penalty @ 0.5 % per week of the total order value shall be levied subject to maximum of 10% of the total order value.

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AIIMS, Jodhpur

Annexure – I**TECHNICAL SPECIFICATIONS**

S. No.	Details of items	Approved make	Unit	Qty.
1	Supply of Java Application Control Engine (JACE) controller HONEYWELL make. Model: WEB-8100-U, SMA-8100-1YR-INIT & WPM-8000	Honeywell	each	01

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AIIMS, Jodhpur

Annexure – II**Details of the Bidder / Bidder**

S. No.	Details	
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	
6.	Whether copy of authorized dealership / distributorship attached	
7.	Whether the firm is a registered firm Yes/No (attached copy of certificate).	
8.	Copy of GST Registration	
9.	Permanent Account No. (Copy must be provided)	
10.	Copy of Income Tax Return Acknowledgement for last Three years	
11.	Any other information, if necessary	
12.	Name and address of service centre at/ nearby Jodhpur	
13.	Official Email ID	
14.	Contact No.	

❖ **Note: All pages should be numbered & indexed.**

Date:
Place:

Name :
Business Address:
Signature of Bidder:
Seal of the Bidder:

ANNEXURE- III**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).

i. Gross Annual Turn Over

Descriptions	2017-18	2018-19	2019-20
Gross Annual Turn Over			
Average turn-over of three years			

Signature of Bidder(S) with Seal

Signature of Chartered Accountant with Seal

Annexure-IV**UNDERTAKING**

(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 imposed any action as per NIT rules.

Date:
Place:

Name :
Business Address :
Signature of Bidder :
Seal of the Bidder :

ANNEXURE –V
TENDER ACCEPTANCE CERTIFICATE
(On letter head of company /firm)

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

Ref.: Your NIT No.: AIIMS-JDH/EE/ELECT/2021-22/02(Second Call) due on 03-02-2022.

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 and deliver 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 supply 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. 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. We confirm that 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 entire amount of Performance Guarantee.

(Scanned copy to be uploaded at the time of submission of bid alongwith 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.	Criteria of eligibility (Read & accepted)	Yes / No	
2.	Copy of authorized dealership certificate (Attached)	Yes / No	
3.	Copy of Income Tax Return Acknowledgement for last three consecutive financial years as per below	-----	
A	2017-18 (Attached)	Yes / No	
B	2018-19 (Attached)	Yes / No	
C	2019-20 (Attached)	Yes / No	
4.	Copy of PAN Card Registration (Attached).	Yes / No	
5.	Copy of GST registration certificate (Attached).	Yes / No	
6.	General Conditions of Contract (Read & accepted)	Yes / No	
7.	Annexure – I (Technical Specifications) (Read & Accepted)	Yes / No	
8.	Annexure – II (Details of the Bidder / Bidder) (Filled & Attached)	Yes / No	
9.	Annexure – III (Financial Information) (Filled & Attached)	Yes / No	
10.	Annexure – IV (Undertaking) (Filled & Attached)	Yes / No	
11.	Annexure – V (Tender Acceptance Certificate) (Filled & Attached)	Yes / No	
12.	Check List (Filled & Attached)	Yes / No	

Date:
Place:

Name :
Business Address:
Signature of Bidder:
Seal of the Bidder:

FORMAT FOR PERFORMANCE SECURITY (GUARANTEE)**(TO BE FURNISHED BY CONCERN BANK)**

1. In consideration of the Director, AIIMS, Jodhpur (hereinafter called "the Government ") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said Contractor(s)") for the work _____ (hereinafter called "the said agreement}") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.
We _____ (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by Government.
2. We _____ do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)
3. We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.
5. We _____ further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in-charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) accordingly discharges this guarantee.
6. We _____ further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).
8. We _____ lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid up to _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged. Dated the _____ day of _____ For _____ (Indicate the name of Bank).