

Notice Inviting e-Tender

For

SITC of Split Type Air Conditioners at E+3/F+3 Ward of AIIMS,
Bhubaneswar



All India Institute of Medical Sciences
Engineering Branch, Bhubaneswar (Odisha)-751019
www.aiimsbhubaneswar.edu.in

NIT No. : **AIIMS/BBSR/ENGG/ACR-2023/NIT/29**

Estimated Cost : **₹ 9,68,869.00**(₹ Nine Lakhs Sixty Eight Thousand Eight Hundred Sixty Nine) only.

Contract Period : **60 Days** (from the date of commencement of work)

“Certified that, this tender document contains **29** pages only”.

Executive Engineer (AC & R)
AIIMS, Bhubaneswar

Government of India, Ministry of Health & Family Welfare, AIIMS, Bhubaneswar

Name of Work	:	SITC of Split Type Air Conditioners at E+3/F+3 ward of AIIMS, Bhubaneswar		
NIT No.	:	AIIMS/BBSR/ENGG/ACR-2023/NIT/29		
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NOTICE INVITING e-TENDER

The Executive Engineer(AC&R) on behalf of Executive Director, AIIMS Bhubaneswar, invites e-Bids in Two Bid System (i.e. Technical Bid and Financial Bid) from eligible Manufacturers /Companies / Firms / Authorized Agents / Distributors/ Dealers through online E-procurement solution portal of AIIMS Bhubaneswar (<https://www.eprocure.gov.in/AIIMSBBBSR>) as per terms and conditions contained in this document for satisfactory performance for **“SITC of Split Type Air Conditioners at E+3/F+3 ward of AIIMS, Bhubaneswar”** as per the Specifications mentioned in Technical Bid. The indenting Bidder must read the Terms & conditions of AIIMS, Bhubaneswar carefully. He/They should only submit his/her/their bid if he/she/they consider himself/themselves eligible and he/she/they is/are in possession of all the documents required.

(a)	Name of Work	SITC of Split Type Air Conditioners at E+3/F+3 ward of AIIMS, Bhubaneswar
(b)	Tender No.	AIIMS/BBSR/ENGG/ACR-2023/NIT/29
(c)	Estimated Cost	₹ 9,68,869.00 (₹ Nine lakhs Sixty Eight Thousand Eight Hundred Sixty Nine) only
(d)	EMD	2 % estimated cost (Rs.19,377/-).
(e)	Performance Security (Bank Guarantee)	5 % of Tendered Cost.
(f)	Security Deposit	2.5 % of the Final Value.
(g)	Tender documents will be Issued From	Download from Institute Website. (i.e. www.aiimsbhubaneswar.edu.in, www.eprocure.gov.in).
(h)	Last Date, Time & Place of Submission	By 18/12/2023 at 14:00 Hours through online.
(i)	Date, Time for opening of Tender	On 20/12/2023 at 15:30 Hours.
(j)	Time and date of opening of Online Financial Bids	To be intimated later on.
(k)	Period during which hard copies of EMD (in Original), Registration Certificates, Undertaking and other Documents to be submitted to Executive Engineer (AC & R), Room No-122, 1 st floor, Academic Building, AIIMS, Bhubaneswar by the Bidders for reference. However, the Eligibility will be considered as per uploaded documents.	To be submitted on same Days i.e. on 20/12/2023 i.e. by 14:00 Hours . In case the last day happens to be closed holidays, these Documents shall be submitted on the next working day failing which technical Bid will not be considered for Evaluation.

The Bid documents consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract & special conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsbhubaneswar.edu.in Or <https://www.eprocure.gov.in/AIIMSBBBSR>.

Executive Engineer (AC & R)
AIIMS, Bhubaneswar

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. The intending bidder must read the terms and conditions of Tender document carefully. He should submit his bid if he considers himself eligible and he is in possession of all the certificates / documents required.
2. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
3. The Bidder is expected to examine all Instructions, Terms and conditions, forms, and specifications in the bidding document. The bid should be complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in all respect will be at the Bidder's risk and may result in rejection of the bid.
4. The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 and revised order on 04.06.2020 and 16.09.2020 of MoC&I (DIPP), Govt. of India and the condition of prior turnover and prior experience may be relaxed for start-ups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality & Technical Specification.
Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.
5. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhubaneswar will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
6. Financial bids shall be opened online only for bidders for whom all the necessary documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
7. If the contractor is found ineligible after opening of bids, his bid shall become invalid.
8. If any discrepancy is noticed between the eligibility documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder, the bid shall become invalid.
9. ***The Bidders shall have to submit original instrument for self-certified copies of all the scanned and uploaded documents on same day of opening of tender in the office of Tender Opening Authority. List of mandatory Eligibility Documents to be scanned and uploaded within the period of bid submission:***

- (a) Demand Draft/BG/FDR of any scheduled Bank against EMD in favour of AIIMS, Bhubaneswar.
- (b) Appendix 'A to B' duly filled in and signed with stamp.
- (c) Certificates of Work Experience & Completion Certificate of Similar Work from Client not below the Rank of Executive Engineer or equivalent, as mentioned in Eligibility Criteria.
- (d) Certificate of Registration for GST and acknowledgement, up to date filed return if required.
- (e) Copies of PAN Sheets
- (f) Copies of Balance Sheets
- (g) Copies of ESI Registration.
- (h) Copies of EPF Registration. (Latest submitted challan copy)
- (i) The Bidder should have their Registered Office/Branch in Bhubaneswar. If not, an Office should be opened in Bhubaneswar within 30 (Thirty) Days of the award of Work. Details of Address Proof of Office located at Bhubaneswar should be given.
- (j) Declarations to be given by the Tenderers (as per Page 05).
- (l) Each page of the e-tender documents should be duly signed with seal otherwise the bid shall become invalid.
- (m) Company Registration Certificate.

Executive Engineer (AC & R)
AIIMS, Bhubaneswar

DECLARATIONS TO BE GIVEN BY THE TENDERERS

It is to certify that: -

(a) I /We have gone through CPWD W-8 amended up to correction Slip No.6 as available on website www.tenderwizard.com/ www.aiimsbhubaneswar.edu.in or in the office of Superintendent Engineer and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

Date: _____

Signature of the Tenderer

(b) "I,S/o Shri resident of hereby certify that none of my Relative(s) as defined in Paragraph 14 of CPWD W-6 is/are employed in AIIMS Electrical Zone, Odisha. In case at any stage, it is found that the information given by me is false/incorrect, AIIMS shall have the absolute right to take any action as deemed fit without any prior intimation to me".

Date: _____

Signature of the Tenderer

NOTE: - (To be certified by all the partners in case of partnership firms, by all the directors in case of companies).

(c) "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, it is stated that, if such a violation comes to the notice of Department, than I/We shall be debarred for bidding in AIIMS in future forever. Also, if such a violation comes to the notice of AIIMS, Bhubaneswar before date of start of work, the Superintending Engineer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee".

Date : _____

Signature of the Tenderer

GENERAL RULES & DIRECTIONS AND GENERAL CONDITIONS

Executive Engineer (AC& R), AIIMS, Bhubaneswar on behalf of Director, AIIMS, Bhubaneswar invites Item Rate Tender [in **Two Bid system (Technical & Financial)**] from Manufactures/ Authorised firm/ experienced registered contractor/ reputed firms for the work of similar nature in Central Government, State Government, PSU, Autonomous Body having successfully completed works of similar nature as per eligibility criteria.

1. **Name of Work:** Tender for “**SITC of Split Type Air Conditioners at E+3/F+3 ward of AIIMS, Bhubaneswar**”
2. The work is estimated to cost of ₹ **9,68,869.00**(₹ **Nine Lakhs Sixty Eight Thousand Eight Hundred Sixty Nine** only). The estimate, however, is given merely as a rough guide.
3. Intending Bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works. The similar work means, “**SITC of all type of Split Air Conditioners with supply of materials.**’ Or **SITC of split/window/Cassette Air Conditioners/Ductable AC/ VRF AC etc.**” (Copy of WO(s) & respective completion certificate(s) must be furnished by the bidder in Tech Bid in support of eligibility)
4. **Eligibility Criteria.** Indenting Bidder, who fulfil following requirement shall be eligible to apply: -
 - (a) Three (03) similar completed works each of value **not less than 40%** (i.e. for ₹ **3,87,548.00**) of estimated cost put to tender or Two (02) similar completed works each of value **not less than 60%** (i.e. for ₹ **5,81,321.00**) of estimated cost put to tender or one (01) similar completed work of value **not less than 80%** (i.e. for ₹ **7,75,095.00**) of estimated cost put to tender in **last 07 (Seven) Years** ending **00/00/2023**.
 - (b) The Bidder should have registration up to date with **Employee Provident Fund (EPF) Commissioner** and **Employee State Insurance (ESI) Corporation**.
 - (c) The bidder should have positive net worth and should not have incurred loss in last 03 (Three) Years ending i.e. by **31st March 2023**, duly certified by Chartered Accountant.
 - (d) The experience of similar work should be from Central Govt., State Govt., PSU, Autonomous Body, Govt. Hospitals etc.
 - (e) Agreements shall be drawn with the successful bidders for item/items on prescribed format. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
 - (f) The bid document consisting of plans, specifications, the schedule of quantities of the various type of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents.
 - (g) Conditional Bids shall not be considered and will be out-rightly rejected at the very first instance.
 - (h) **Average Annual Financial**, the turnover during the last 3 years, ending **31st March 2023** should be at least 30% of the estimated cost. (i.e. ₹ **2,90,661.00**)
5. **Preparation & Submission of Tender through Online.** The Tender should be submitted in **02 (Two) parts i.e. Technical Bid and Financial Bid** Respectively. The Technical Bid should be sent by the Bidder through online as “Technical Bid” for “**SITC of Split Type Air Conditioners at E+3/F+3 ward of AIIMS, Bhubaneswar**”

6. **Earnest Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of ₹ 19,377/- (Rupees Nineteen Thousand Three Hundred Seventy-seven only) by way of Demand Drafts, Bankers Cheque/BG or Fixed Deposit Receipt of a Scheduled Bank only. **Scanned Copy of the Demand Drafts must be uploaded/attached** with the Technical Bid. The EMD of the successful Bidder shall be returned after the successful submission of Bank Guarantee/Security Deposit and for unsuccessful bidder(s) it would be returned after Award of the Contract. Bid(s) received without Demand Drafts of EMD will be rejected.
7. **Performance Bank Guarantee.** The successful contractor will be required to furnish a Performance guarantee of 5% (Five Percent) of Contract Value after receiving notification of award in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank (as per clause-v) in the name of the "All India Institute of Medical Sciences, Bhubaneswar" which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. The security deposit which is 2.5% of the final amount can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of the contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations (including the Warranty/Guarantee period) under the contract.
8. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions.
9. The Tender paper/documents can be seen/downloaded from Official website & submitted through on line. For any query, Executive Engineer (AC& R), Phone: 9437317123, AIIMS, Bhubaneswar, may be contacted.
10. The Director, AIIMS, Bhubaneswar 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 the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
11. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
12. The Director, AIIMS, Bhubaneswar reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
13. The contractor shall not be permitted to bid for works in the AIIMS, Bhubaneswar responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the AIIMS, Bhubaneswar. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
14. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

15. Bidders are strongly advised to inspect and assess the site conditions and its surroundings at their own cost and satisfy themselves before submitting their bids. The prospective bidders are advised to depute their technical experts with authorization letter to visit, assess and examine the conditions, requirements, nature & quantum of work which may be necessary for the purpose of bidding and submit a realistic offer for the successful execution of the work. In general, they shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he/she inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
16. Bidders shall submit a realistic offer for the execution of the work at their own cost without any liability on AIIMS, BBSR. Price quoted by the bidder shall include maintenance of the equipment for trouble-free performance during the period of contract.
17. The bid for the works shall remain open for acceptance for a period of 90 days from the date of opening of bids.
18. This notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of "The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
19.
 - (a) **Security Deposit equal to 2.5% of the final Value will be deducted from the Bills of the Contractor**
 - (b) **The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.**
 - (c) **The quoted Rates shall be inclusive of GST.**
 - (d) **Labour CESS @ 01% will be deducted from the Bill.**
 - (e) **Water charge @ 01% will be deducted from the bill (If use of Water from AIIMS, Bhubaneswar)**
 - (f) **Electrical charges as per actual meter reading shall be deducted from the bill. If connection is taken directly without installation of meter with prior permission from Executive Engineer (Electrical), then amount as per the usage shall be deducted from the gross bill amount as suggested by Executive Engineer (Electrical).**
20. **Goods and Services Tax (GST).**
 - (a) **GENERAL REMARKS ON TAXES & DUTIES:** In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, service Tax, VAT, Sales Tax, Entry or any other form of indirect Tax except of GST mentioned in the bidding document shall be ignored.
 - (b) Bidders are required to submit copy of the GST Registration certificated while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
 - (c) "GST shall mean Goods and services Tax charged on the supply of material(s) and services. The term 'GST' shall be construed to include the integrated Goods and Services Tax (Hereinafter referred to as "IGST") or central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and services Tax (Hereafter referred to as "SGST") or union Territory Goods and services Tax (hereinafter referred to as "UTGST").
 - (d) Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST /UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the price Bid. Please note that the responsibility of payment of GST

(CGST & SGST or IGST or UTGST) lies with the supplier of Goods/services (service provider) only. Supplier of Goods/Service (Service provider) providing taxable service shall issue an invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier of Goods /services (Service provider) with requisite details.

21. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Bhubaneswar site or for 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 irrespective of any delay in settlement of its bill by AIIMS, Bhubaneswar 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, 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) The Motor Vehicle Act, 1988.
 - (j) Minimum Wages Act, 1948.
22. **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, Bhubaneswar.
23. **Termination of Contract.** AIIMS, Bhubaneswar would have the right to terminate the contract, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Bhubaneswar 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. The decision of AIIMS, Bhubaneswar's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Bhubaneswar shall have the right to engage any other tenderer to carry out the task.
24. **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 Bhubaneswar. The decision of the Arbitrator shall be final and binding on the both parties.
25. **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 Director, AIIMS, BHUBANESWAR whose decision shall be final and binding on both the parties. 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.
26. The Lowest Bidder will be decided as per the Commutation Rates quoted by the Bidder for individual item.

27. **Payment:**
- (a) 100% payment will be released after due verification of final bill by Engineering-in-Charge or his representative after completion of work. The deduction of 2.5% towards security deposit and other deduction towards taxes as per Government of India/AIIMS rule will be made from the bill. No provision is given for RA bill payment in this contract.
- (b) It will be mandatory for the bidders to indicate their bank account number and other relevant e-payment details so that payment could be made through RTGS/ Other mechanism.
28. **Penalty:** All the work shall be completed within **60 (Thirty) Days** from the date of commencement of work. All the aspects of safe installation shall be the exclusive responsibility of the Contractor. If the contractor fails to complete the work on or before the stipulated date, then **a penalty at the Rate of 1.0% per month of delay to be computed on per day basis of the total order value shall be levied subject to maximum of 10% of the total order value.**
29. GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt. of India/AIIMS Rules.
28. Vendor shall submit the following documents after execution of given work:
- (a). Work Completion Certificate
 - (b). Testing & Commissioning Certificate
 - (c). Material Test Certificate
 - (d). Warranty/ Guarantee Certificate
 - (e). Colour Photos for executed work on glossary paper
 - (f). Non-Objection Certificate (NOC) regarding work
 - (g). GST return up to date Voucher
 - (h). Bank Account Details

Executive Engineer (AC & R)
AIIMS Bhubaneswa

FORM FOR DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST 07 (SEVEN) YEAR

(I.e. FOR THE YEAR ENDING MAR 2023)

S. No.	Name of Work/ Project	Location	Owner or Sponsoring Organization	Cost of Work in Lakhs	Date of Commencement as per Contract	Stipulated date of Completion	Actual date of Completion	Litigation/ Arbitration pending/ In progress with details	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
1.									
2.									
3.									
4.									
5.									
6.									
7.									

(Authorized Signature of the Bidder with Seal)

FORM FOR DETAILED INFORMATION BY BIDDER

Name of Firm/Contractor/Supplier	
Complete Address and Telephone Number	
Name of Proprietor/Partner/Managing Director/Director	
Phone Number	
Mobile Number	
e-Mail ID	
Name and address of service centre nearby Bhubaneswar	
Whether the firm is a registered Firm (Yes/No. Attach Copy of Certificate)	
PAN Number (enclose the attested copy of PAN Card)	
Service Tax Number. (enclose the attested copy of Certificate)	
GST Number (enclose the attested copy of Certificate)	
Whether the firm has Uploaded the Bank Draft/Pay Order/ Banker's Cheque of Earnest Money Deposit (EMD).	
Whether the Firm/Agency as signed each and every page of Tender/NIT	
EPF No. (Enclose the attested copy of EPF Registration Certificate)	
ESI Code.	
Any other information, if necessary.	

(Authorized Signature of the Bidder with Seal)

Percentage Rate Tender / Item Rate Tender & Contract for Works

E-Tender for the work of: SITC of Split Type Air Conditioners at E+3/F+3 ward of AIIMS, Bhubaneswar

To be submitted online by:

- (a) Time and date of online Opening of Technical Bids. : 20/12/2023 (15:30 Hours).
- (b) Time and date of opening of Online Financial Bids. : **To be intimated later through website.**

T E N D E R

I/We have read and examined the notice inviting tender, schedule along with Appendices 'A' to 'C' as per Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

If I/We, fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the said Director, AIIMS, Bhubaneswar or his successors, in office shall without prejudice to any other right or remedy, be at liberty to debar me for 01 (One) year. Further, if I/We fail to commence work as specified, I/We agree that Director, AIIMS, Bhubaneswar or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to suspend me for one year. 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 provision contained in the tender form. Further, I/We agree that in case of non-submission of Performance Guarantee as aforesaid, I/We shall be debarred for participation for one year in the 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 AIIMS, Bhubaneswar, then I/We shall be debarred for tendering in AIIMS, Bhubaneswar in future forever. Also, if such a violation comes to the notice of AIIMS, Bhubaneswar before date of start of work, the Administrative Officer shall be free to forfeit the entire amount of Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from 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(s)
with full Postal Address

Witness: *

Address: *

(* To be filled in by the Contractor.)

Occupation: *

SPECIAL CONDITIONS OF CONTRACT

1. Any facility not mentioned in this scope, but which is vital to **SITC of Split Type Air Conditioners at E+3/F+3 ward of AIIMS, Bhubaneswar** are assumed to be included in the scope of work.
2. The Contractor has to ensure safety and provide adequate supervision/precautions and shall ensure that the workmen engaged by him are professionally competent and have the required expertise to carry out the intended maintenance.
3. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of Institute or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account & no claim for delay on this account shall be entertained.
4. The tender shall be based on Conditions of Contract and tenderers are required to quote their own rates against each item in schedule of quantities (B.O.Q), which is enclosed. All rates shall remain firm for the contract period/extended contract period.
5. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of work order to proceed with the work, it shall be treated as failure on the part of the Contractor to discharge the Contractual obligations which may result in termination of the contract and forfeiture of the Security Deposit.
6. All the works to be carried out in accordance with latest CPWD/BIS Specifications and as per the directions of Engineer-in-charge.
7. **Packing:**

The supplier shall provide such packing of the goods, as is required to prevent their damages or deterioration during the transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
8. **Drawing and Specifications:**

A copy of tender documents and all relevant drawings and specifications viz. Indian standards, latest CPWD specifications etc. shall be made available at site if & when asked for reference.
9. **Cost of Tests:**

The cost of preparing samples and carrying out tests for quality of material or workmanship will be borne by the contractor except for such exclusions as are specifically mentioned in the specifications laid down in contract. The cost of all test carried out by Laboratories directed by the Engineer-In-Charge will be borne by the contractor.
10. The work shall be carried out strictly as per the attached technical specifications, relevant IS specifications.
11. The contractor has to get approved all the material from the Engineer-in-Charge before its actual use at site of work.
12. The scope of work includes all minor building works required for execution work such as cutting of wall etc. and making good the same. Nothing extra will be paid to contractor for the same.
13. The watch and ward of material and installation shall rest on the part of contractor during execution of work and till handing over of the same after completion of work in accordance with schedule of work.

14. The contractor will take care of the building etc. while handling / installing the equipment to avoid damages to the building. If any damages occur during execution of work, it shall be made good by contractor without any extra cost.
15. Existing materials on good condition may be used after joint inspection by Engineer-in charge & AIIMS representatives & vendor.
16. Dismantling of non-used materials to be deposited at Engineering Dept. by the Firm.
17. For all items of Split AC; CPWD specifications with correction slips up to the date of receipt of tender shall be followed. For the items which are not covered under CPWD specifications; the special conditions /B.I.S. specifications shall apply. In this regard the decision of Engineer-in- charge shall be final & binding.
18. 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.
19. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
20. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall not be allowed to erect any temporary set up for staff in the campus.
21. No claims of the labours shall be entertained by the department including that of providing employment, regularization of services etc.
22. All labour & transportation, ladders, Hydra, Scaffolding etc, electrical instruments for execution of internal electrification work, required for execution of the work shall be arranged by the contractor.
23. Staff employed by the contractor should be well behaved, polite & courteous. Any complaint against staff should be taken very seriously and such staff should be removed by the contractor immediately from the site and replacement shall be provided immediately.
24. All dismantled material will be removed from site by contractor after verification of measurement of the same by JE and Chases, holes & drilling works etc. shall be done using power operated tools in the cost of Contract. No extra will be paid for the same.
25. The contractor shall make all safety arrangement required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. AIIMS Bhubaneswar will not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in this regard shall be entertained / accepted by the AIIMS Bhubaneswar. Also, Contractor is responsible to the damage caused to any man/material/ Govt. property by his or his labour during execution of work and this should be rectified by the contractor at his own cost.
26. For non-compliance or partial compliance of satisfactory execution of items, the Engineer-in-charge reserves his rights to levy compensation in accordance with the scale of non-conformity and the period for which this non-conformity continues. However, the total amount of this compensation for the whole contract shall not exceed 10% of the tendered value of this contract. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor.
27. The materials used for carrying out the work shall be of best locally available quality and the contractor has to carry out the necessary testing of the material as ordered by the Engineer-in-Charge for its conformity and all testing charges shall be borne by the contractor.

28. In the case of discrepancy between the schedule of quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: -
- (a) Description of schedule of quantities (B.O.Q).
 - (b) General rules & Directions and General Conditions/ Special Conditions/CPWD Specifications.
 - (c) Indian standards specifications/BIS.
 - (d) 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. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
 - (e) If there are varying or conflicting provisions made in any one document forming Part of contract, Engineering In-charge shall be deciding authority and regard to the intention of the document, his decision shall be final and binding on the Contractor.
38. The contractor will be fully responsible for the safety of their workers, stocks, furniture, fixtures, machines and equipment etc. AIIMS/BBS will not be responsible/liable for any damages caused to the contractor by any way including theft & fire etc. and no such claim to compensate any such damages will be entertained by AIIMS/BBS. The contractor shall be responsible for any loss/theft /pilferage or damage to the properties belonging to AIIMS/BBS, caused by their employees/staff negligence and will pay/compensate to AIIMS/BBS or allow the amount of loss sustained by the AIIMS/BBS, to be deducted from any such amount found due to the contractor. The responsibility for any such theft or loss or damages/ pilferage shall have to be decided on the finding of the inquiry committee, to be constituted for this purpose by the AIIMS/BBS. If considered necessary, AIIMS/BBS will also be free to take up the matter with the police for proper investigations/ action and recovery of loss due to such theft/ pilferage and damages etc.

Executive Engineer (AC & R)
AIIMS Bhubaneswar

SIGNATURE OF THE CONTRACTOR

TECHNICAL SPECIFICATION AND APPROVED MAKE

1.1 GENERAL

Technical specifications in this section cover the **SITC of Split Type Air Conditioners at E+3/F+3 ward of AIIMS, Bhubaneswar**. The scope of work inclusive of Electrical Works/Mechanical Works/Civil Works.

STANDARDS AND CODES.

Latest up to date Indian Standard (IS) and Code of practice will apply to the equipment and the work covered by the scope of this contract. In addition, the relevant clauses of the Indian Electricity Act 1910 and Indian Electricity Rules 1956 as amended up to date shall also apply. Where-ever, appropriate Indian Standards are not available, relevant British and/or IEC Standard shall be applicable.

1.2 Scope of work

Supply, installation, commissioning and testing of split ACs using proper tools and procedures. Refinishing/closing of all holes/penetrations, done for the installation of the ACs, by the supplier using his material, manpower and tools. Supply of O&M manual **01-year onsite servicing and guarantee** after installation & commissioning.

The general nature and the scope of work to be carried out under this contract is indicated in Drawings, input/output summary specifications and schedule of quantities. The contractor shall carry out and complete the said work under this contract in every respect in conformity with the contract documents and with the direction of and to the satisfaction of the Engineer in Charge. The contractor shall furnish all labour, materials and equipment as listed under schedule of quantities and specified otherwise, transportation and incidentals necessary for supply, installation, testing & commissioning, of the complete work for air conditioning system as described in the specifications and as shown on the drawings and as per site conditions. This also includes any material, equipment, appliances and incidental work not specifically mentioned herein or noted on the drawings / documents as being furnished or installed, but which are necessary to be performed under this contract.

Erection and Commissioning

The contractor shall carry out the complete erection and commissioning. All the materials shall be moved from their place of storage into the plant by the contractor. The contractor shall make his own arrangement to off load materials received at respective Air / Rail / Road transport terminal points, dispatch to site and to store all material received at site. The Owners shall provide clear storage and erection space only. All erection tools and tackles as and when required to suit the erection programme shall be provided by the contractor.

All consumables required for erections such as cotton waste, kerosene, oil, emery paper, coil string, bamboos and planks for scaffolding etc. as well as necessary welding rods, gases etc. shall be provided by the contractor. Protective and finish painting shall be carried out by the contractor. Carbon steel surface shall be thoroughly cleaned before painting. The contractor shall indicate the electricity requirements during erection. The contractor shall remove all the waste material or rubbish from and about the work site and leave the job thoroughly cleaned up and ready for use.

Refrigerant Piping

All refrigerant piping for the air conditioning system shall be constructed from soft seamless upto 19.1mm and hard drawn copper refrigerant pipes for above 19.1mm with copper fittings and silver-soldered joints. The refrigerant piping arrangements shall be in accordance with good practice within the air conditioning industry, and are to include charging connections, suction line insulation and all other items normally forming part of proper refrigerant circuits. All joints in copper piping shall be sweat joints using low temperature brazing and or silver solder.

Before joining any copper pipe or fittings, its interiors shall be thoroughly cleaned by passing a clean cloth via wire or cable through its entire length. The piping shall be continuously kept clean of dirt etc. while constructing the joints. Subsequently it shall be thoroughly blown out using nitrogen. After the refrigerant piping installation has

Executive Engineer (AC&R) NIT No. AIIMS/BDSR/ACR-2023/NN7 Page 19 (Signature of the Bidder With Seal)

been completed, the refrigerant piping system shall be pressure tested using nitrogen at pressure of 20Kg per sq.cm and 10 Kg per sq.cm (low side). Pressure shall be maintained in the system for 24 hours. The system shall then be evacuated to minimum vacuum if 700mm hg and held for 24 hours.

Suction pipe, discharge pipe and copper cable must be rapped properly during the installation of split air-conditioners, holes are closed properly through white cement and walls are cleaned properly through dry clothes.

All piping work shall conform to quality standards and shall be carried out as per specifications and details given hereunder: -

(a) Drain Piping: CPVC Pipes

(b) The drain piping shall be PN16 grade CPVC and laid in continuous slope.

(c) The fittings shall be of PN25 grade of equal forged connections.

(d) Pipe crosses shall be provided at bends, to permit easy cleaning of drain line.

(e) The drain line shall be provided up to the nearest drain trap and pitched towards the trap.

(f) Drain lines shall be provided at all the lowest points in the system, as well as at equipment, where leakage of water is likely to occur, or to remove condensate and water from pump glands.

LIST OF APPROVED MAKES

Sl. No.	Description of Items	Make
1	Split AC high wall mounted(1.5TR)	Bluestar, Hitachi or Voltas
2	Copper Pipe with insulation (1/2" or 3/4")	Maxflow, Mandev or as per manufacturing standard (ISI, BIS Standard)
3	Drain pipe	As per manufacturing standard (ISI, BIS Standard)
4	4 core copper flexible cable (2.5 Sqmm)	R.R, FINOLEX, HAVELLS, POLYCAB etc. or Equivalent
5	Outdoor unit stand	As per manufacturing standard (ISI, BIS Standard)

Technical Bid (Eligibility Criteria)

The scanned copies of the following mandatory documents to be uploaded on e-Tendering Portal in the following format.

S.No.	Details/Particulars	Uploaded (Yes/No)	Page No.
(A)	Performa For Earnest Money Deposit Declaration		
(B)	Appendix 'A to B' duly filled in and signed with stamp.		
(C)	Certificates of Work Experience & Completion Certificate of Similar Work from Client not below the Rank of Executive Engineer or equivalent, as mentioned in Eligibility Criteria		
(D)	Certificate of Registration for GST and acknowledgement, up to date filed return if required.		
(E)	Attested Copies of PAN Sheets		
(F)	Copies of Balance Sheets		
(G)	Copies of ESI Registration		
(H)	Copies of EPF Registration. (Latest submitted challan copy)		
(I)	The Bidder should have their Registered Office/Branch in Bhubaneswar. If not, an Office should be opened in Bhubaneswar within 30 (Thirty) Days of the award of Work. Details of Address Proof of Office located at Bhubaneswar should be given.		
(J)	Declarations to be given by the Tenderers		
(K)	Each page of the e-tender documents should be duly signed with seal otherwise the bid shall become invalid.		

AFFIDAVIT

(To be submitted on Rs. 100/- Stamp Paper)

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

I/We also certify that, Firm will supply the item(s) as per the specification given by Institution and also abide all the Terms & Conditions stipulated in Tender.

I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may impose any action as per e-Tender Rules.

"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 future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee".

Business Address: -

Name:

(Signature of Bidder with Firm's Seal)

Place: _____

Dated: _____

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

1. In consideration of the Director, AIIMS, Bhubaneswar (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 a 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.

I/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. I/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. I/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 there under and the contractor (s) shall have no claim against us for making such payment.

5. I/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. I/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).

We lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing.

8. This Guarantee shall valid up to _____ unless extended on demand by Government, notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ 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)

Format for Agreement
(To be made on Rs 100/- Judicial Stamp Paper)

This Agreement is made at.....on this.....day of.....2019.

BETWEEN

Director, AIIMS, Bhubaneswar represented through Superintending Engineer, AIIMS, BHUBANESWAR,
....., (Hereinafter referred as the) (Address) "**Principal/Owner**", which
expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

AND

..... (Name and Address of the
Individual/firm/Company) through..... (Hereinafter referred to as the
(Details of duly authorized signatory)

"**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its
success or sand permitted as signs)

Preamble

WHEREAS, the Principal/Owner has floated the Tender (NIT No.....)

(here in after refer red to as "**Tender/Bid**") and intends to award, under laid down organizational procedure,
contract for: **SITC of Split Type Air Conditioners at E+3/F+3 Ward of AIIMS, Bhubaneswar hereinafter** referred to
as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the Land, Rules & Regulations,
Economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose afore said both the parties have agreed to enter to this Agreement (hereinafter
referred to as "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the
Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, inconsideration of mutual covenants contained in this Pact, the parties hereby agree as follows
and this Pact witnesses as under: -

Article - 1: Commitment of the Principal/Owner.

1. The Principal/Owner commit itself to take all measures necessary to prevent corruption and to observe the
following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in
connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or
third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The
Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same
information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s)
could obtain an advantage in relation to the Tender processor the Contract execution.
- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the
past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (P C Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article - 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standard and makes, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution: -

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind what so ever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article - 3: Consequences of Breach.

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right: -

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article-2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may before vigour for a limited period as decided by the Principal/Owner.**

2. **Forfeiture of Performance Guarantee/Security Deposit :** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contractor has accrued the right to terminate/determine the Contract according to Article-3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article - 4: Previous Transgression.

1. The Bidder declares that no previous transgressions occurred in the last 05 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender processor action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

3. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, at its own discretion, revoke the exclusion prematurely.

Article - 5: Equal Treatment of all Bidders/Contractors/Sub-contractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in Conformity with this Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

2. The Principal/Owner will enter in to Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article - 6: Duration of the Pact.

1. This Pact begins when both the parties have legally sign edit. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, AIIMS, Bhubaneswar.

Article – 7 : Payment

- (a) 100% payment will be released after due verification of final bill by Engineering-in-Charge or his representative after completion of work. The deduction of 2.5% towards security deposit and other deduction towards taxes as per Government of India/AIIMS rule will be made from the bill. No provision is given for RA bill payment in this contract.
- (b) It will be mandatory for the bidders to indicate their bank account number and other relevant e-payment details so that payment could be made through RTGS/ Other mechanism.

Article - 8: Other Provisions.

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Bhubaneswar** of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not be unmade.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turnout to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article - 9: LEGAL AND PRIOR RIGHTS.

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Pact.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, Name and address)

2.
(Signature, Name and address)

Place:

Dated:

PROFORMA OF SCHEDULES

SCHEDULE A'

(Reference to General conditions of Contract.)

Name of Work: "SITC of Split Type Air Conditioners at E+3/ F+3 Ward of AIIMS, Bhubaneswar"

Estimated Cost of Work: ₹ 9,68,869.00

(a) Performance Guarantee = **05% of Tendered Value**

(b) Security Deposit = **2.5% of Final Value**

SCHEDULE 'B'

GENERAL RULES & DIRECTIONS:

Officer Inviting Tender: - Executive Engineer (AC & R), AIIMS, Bhubaneswar

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined: -
in accordance with Clause -12.2 &12.3 = 50%

Definitions

See below

- | | | |
|---|---|---|
| 2 (v) | Engineer-in-Charge | Superintending Engineering
AIIMS, Bhubaneswar |
| 2(viii) | Accepting Authority | Director
AIIMS, Bhubaneswar |
| 2(x) | Percentage on cost of materials and labour to cover all over heads and profit | : 15% |
| 2(xi) | Standard Schedule of Rates | - Central Public Works Department Schedule of Rates 2018 at Delhi with upto date correction slips |
| 9(ii) | Standard AIIMS Contract Form up to and including correction slip | - GCC for CPWD Works - 2014 as amended and |
| (i) Time allowed for submission of Performance guarantee, Program Chart (Time & Progress) and applicable Labour Licenses, Registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance | | : 07 Days |
| (ii) Maximum allowable Extension with late fee @ 0.1% of Performance guarantee amount beyond the period provided in (i) above. | | : 01 to 15 days |

Clause – 2.

Authority for fixing compensation under Clause 2 : Director, AIIMS, Bhubaneswar
Clause – 2A.

Whether Clause 2A shall be applicable : **No**

Clause – 5.

Time allowed for execution of work : **60 days (from the date of commencement of work).**

Time of start of work: Within Seven days after issue of work order.

Number of days from the date of issue of letter of acceptance for reckoning date of start : **07 Days**

Authority to decide fair & reasonable extension of time for completion: **Superintending Engineer, AIIMS, Bhubaneswar**
of work

Clause – 6A.

Whether Clause 6A shall be applicable : **No.**

Clause – 7A.

Whether clause 7A shall be applicable : **YES.**

Clause – 10B(ii).

Whether Clause 10B(ii) shall be applicable : **No.**

Clause – 10C. : **Not applicable.**

Clause – 10CA. : **Not applicable.**

Clause – 16.

Competent Authority for deciding reduced rates : **Superintending Engineer
AIIMS, Bhubaneswar**

Clause – 25.

Settlement of dispute & Arbitration : **Director, AIIMS, Bhubaneswar**

Clause – 36(i). Requirement of Technical Staff and rate of recovery in case of non-compliance shall be as per the following table: -

Value of Work	Ser. No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience in years	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause36(i)	
							(Figures)	(Words)
For Agreement amount up to Rs150 Lakhs	(a)	Graduate Engineer OR Diploma Engineer	Elect. /civil	Principal Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	Rs 15000/-	Rs Fifteen Thousand only

Financial Bid (Schedule of Quantities)

NIT NO.: AIIMS/BBSR/ENGG/ACR-2023/NIT/29

Name of the work: - SITC of Split Type Air Conditioners at E+3/F+3 Ward of AIIMS, Bhubaneswar					
BOQ. Item No.	Description	Unit	Qty.	Unit Cost	Total Amount
1.0	SITC of 1.5 TR Split AC (EER value more than 3.1) high wall mounted unit with copper condenser only, including supply of copper tube, drain pipe of length up to 10ft with related accessories and drilled whole closing for Outdoor-indoor connection.	Nos	23	39,985/-	9,19,655/-
2.0	SITC of Hard drawn copper refrigerant piping (For additional length above 10ft of standard length.) of sizes ½” with necessary supports, fittings, interconnecting the liquid and suction pipe lines between the air cooled interconnecting outdoor and indoor units with proper insulation and wrapping tape. Isolating valves need to be provided to isolate compressor, strainers, sight glass and any other component requires maintenance.	Mtr	42	500/-	21,000/-
3.0	SITC of Hard drawn copper refrigerant piping (For additional length above 10ft of standard length.) of sizes ¼” with necessary supports, fittings, interconnecting the liquid and suction pipe lines between the air cooled interconnecting outdoor and indoor units with proper insulation and wrapping tape. Isolating valves need to be provided to isolate compressor, strainers, sight glass and any other component requires maintenance.	Mtr	42	500/-	21,000/-
4.0	Supply installation of drain pipe (For additional length above 10ft of standard length (Nylon braided/CPVC pipe with insulation)	Mtr	23	100/-	2,300/-
5.0	Supply and installation of 4 core copper flexible cable (2.5 sqmm) , FRLS PVC insulated copper conductor cable in the existing surface/ recessed steel/ PVC conduit with clamp as required.	Mtr.	42	117/-	4,914/-
	Total Amount (including GST)				9,68,869/-
Rupees Nine Lakhs Sixty-eight Thousand Eight Hundred Sixty-nine only					

Proforma for Quoting Rates

PERFORMA FOR QUOTING RATES

NAME OF WORK- SITC of Split Type Air Conditioners at E+3/F+3 Ward of AIIMS, Bhubaneswar.	
e NIT No- AIIMS/BBSR/ENGG/ACR/NIT/	
ESTIMATE COST PUT TO TENDER- ₹ 9,68,869/-	
NAME OF CONTRACTOR-	
Total Amount (SITC of Split Type Air Conditioners at E+3/F+3 Ward of AIIMS, Bhubaneswar) including of GST) in Rs.	₹ 9,68,869/-
Percentage above/ below the Total Estimated of SITC work	
% in words	
Total Cost (Rs.)	
Total Amount Including GST & Percentage above/below (Rs.)	

(Rupees _____ only)

NOTE: -

1. 'L-1' will be decided on composite basis of total amount.
2. MR = To be read as Market Rate.
3. The Bidder must submit Financial Bid in On-Line Mode.
4. I/We have gone through the terms & conditions as stipulated in the tender and confirm to accept and abide the same.
5. No other charges would be payable by the Institute
6. Quantity mentioned above is tentative, it may increase or decrease as per site requirement.
7. Contractor has to bring samples as per above preferred brands only and Engineer-In-Charge shall approve one sample out of the samples brought by the contractor. The contractor has to use material of that approved sample only. No claim in this regard shall be entertained.
8. In case of non-availability of material of approved make, prior approval from Engineer-In-Charge shall be obtained for another make.
9. The rates quoted should be inclusive of GST as applicable.
10. The contractor certify that I am filling this template after understanding all the items of Schedule of Quantity of e NIT.