



ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR

OFFICE OF
THE SUPERINTENDING ENGINEER
PROJECT CELL AIIMS, RAIPUR

NOTICE INVITING TENDER

N.I.T. NO:	01/SE/AIIMS/2016-17, Date: 30-06-2016
NAME OF WORK: -	Annual Maintenance Contract (AMC) of 2 TR Split AC's installed at AIIMS Complex, Raipur.
ESTIMATED COST PUT TO TENDER:	Rs. 3, 68,550/-
EARNEST MONEY:	Rs. 7,371/-
TENDER DOCUMENT COST (Inclusive VAT)	Rs. 570/-
TIME ALLOWED:	12 (Twelve) Months

Certified that this document contain **46** printed pages including this cover page.

Issued to & Submitted by: _____
E-mail id: _____

AE-(E)

EE / Sr.Mgr (E)

Approved

Superintending Engineer
AIIMS RAIPUR

INDEX

Name of Work: **Annual Maintenance Contract (AMC) of 2 TR Split AC's installed at AIIMS Complex, Raipur.**

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Certified that this bid document contains pages **1 to 45 (One to Forty Four)** excluding front and back cover page and of Part –A, Part –B and Part –C).

This N.I.T. is approved for **2 TR Split AC's Annual Maintenance Work ₹ 3, 68,550/-** (Rupees **Three Lacs Sixty Eight Thousand Five Hundred & Fifty** only).

PRESS NOTICE

The **Executive Engineer**, Project Cell **AIIMS, Raipur** invites on behalf of AIIMS, Raipur offline Item rate tenders from approved and eligible contractors including registered in CPWD, MES, BSNL, Chhattisgarh State PWD and Railway for the following work at office of SE Project Cell, AIIMS Raipur.

Sl. No.	NIT No.	Name of work & Location	Estimated cost	Earnest Money	Period of Completion	Time & Date of submission of Tender	Time & Date for Opening Of Technical & Eligible Credential	Financial bid opening will be intimated to the eligible contractor/firm.
1	2	3	4	5	6	7	8	9
1	01/SE/AIIMS/2016-17	Annual Maintenance Contract (AMC) for 2 TR Split AC's installed at AIIMS Complex, Raipur.	₹ 3, 68,550/-	₹ 7,371/-	12 (Twelve) Months	Upto 3:00 PM on 08-07-2016	3:30 PM on 08-07-2016	By e-Mail/ Telephonic Only

The tender forms and other details can be seen/downloaded from the website www.aiimsraipur.edu.in and same may be issued from the office of The Superintending Engineer, Project Cell AIIMS, Raipur during the hours of 10.00AM to 5.00PM every day except on Sunday & public holiday up to **08-07-2016**, on submission of the following :-

- i) **Rs. 570/-** in the form of Banker's cheque / Demand Draft of a Scheduled Bank issued in favour of "AIIMS Raipur" as cost of tender (non refundable).

- ✓ The enlistment of the contractors should be valid on the last date of sale of tenders.
- ✓ In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders.
- ✓ In case both the last date of receipt of application and sale of tenders are extended the enlistment of contractor should be valid on either of the two dates i.e. the original date of sale of tenders or on the extended date of sale of tenders.
- ✓ The intending contractor/firm must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

**Superintending Engineer,
AIIMS Raipur**

IMPORTANT INSTRUCTIONS TO TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEB

The tenderers, who have down loaded the tenders from the web, should read the following important instructions carefully before actually quoting the rates & submitting the tender documents:-

The tenderer should see carefully & ensure that the complete tender document including schedule of quantity as per the index given on page '1' has been down loaded & there are '45' pages in all in the tender document.

The printout of tender document should be taken **both sides on A4 size paper only** & the printer settings etc. are such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.

The tenderer should ensure that no page in the down loaded tender document is missing.

The tenderer should ensure that all pages in the down loaded tender document are legible & clear & are printed on a good quality paper.

The tenderer should ensure that every page of the down-loaded tender document is signed by tenderer with stamp (seal).

The tenderer should ensure that the down loaded tender document is properly bound and sealed before submitting the same. **The loose / spiral bound and/or not properly sealed tenders shall be rejected** out-rightly.

In case of any correction/addition/alteration/omission in the downloaded tender document, it shall be treated as non-responsive tender and shall be rejected.

The tenderer shall furnish a declaration to this effect that no addition/ deletion/corrections have been made in the tender document submitted and it is identical to the tender document appearing on Web-site.

The tenderer should read carefully & sign the declaration given on the page No.04 before submitting the tender.

The cost of tender should be submitted along with the EMD as detailed in NIT.

In case of any doubt in the down loaded tender, the same should be got clarified from (Tender inviting authority) before submitting the tender.

Contractor

**Superintending Engineer,
AIIMS Raipur**

D E C L A R A T I O N

(TO BE GIVEN BY THE TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEB)

It is to certify that:

- 1) I / We have submitted the tenders in the Performa as downloaded directly from the website & there is no change in formatting, number of pages etc.
- 2) I / We have submitted tender documents which **are same / identical** as available in the website.
- 3) I / We have **not made any modification / corrections / additions etc** in the tender documents downloaded from web by me / us.
- 4) I / We have checked that **no page is missing** and all pages as per the index are available & that all pages of tender document submitted by us are **clear & legible**.
- 5) I / We have **signed (with stamp) all the pages** of the tender document before submitting the same.
- 6) I / We have sealed the tender documents properly before submitting the same.
- 7) I / We have submitted the **cost of tender** along with the EMD.
- 8) I / We have submitted the details of average annual financial turnover of last available three consecutive balance sheets duly audited by Chartered Accountant (applicable for **Non-CPWD/ MES/ BSNL/ & Chhattisgarh State PWD/ Railways**).
- 9) I / We have submitted a solvency Certificate in prescribed Performa (applicable for **Non-CPWD/ MES/ BSNL & Chhattisgarh State PWD/ Railways**).
- 10) I / We have provided our valid e-Mail id for any communication in this regard. This E-mail Id will be activated till the contract is on.
- 11) I have read carefully & understood the important instructions to the all tenderers & to tenderers who have down loaded the tenders from the web.
- 12) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, AIIMS RAIPUR shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
- 13) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, the tender / work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.
- 14) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, I / We may also be debarred for further participation in the tender in the concerned office of The Superintending Engineer, Project Cell AIIMS RAIPUR & would also render me / us liable to be removed from the approved list of contractors of the Department.

Date.....

E-Mail: _____

Contractor
(Sign with Seal)

All India Institute of Medical Sciences Raipur
Notice Inviting Tender

1. 1 Tenders in sealed cover are invited on behalf of AIIMS Raipur from approved and eligible contractors including registered in CPWD, MES, BSNL, Chhattisgarh State PWD, Railways for the work of **“Annual Maintenance Contract (AMC) for 2 TR Split AC’s installed at AIIMS Complex, Raipur”**. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

1.1. The work is estimated to one component Civil Cost of ₹ **3, 68,550/-** This estimate, however, is given merely as a rough guide.

1.1.1. The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.

1.1.2. For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of contractor/firms will correspond to the combined estimated cost of different components put to bid.

1.2. Intending contractor/firms 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 of magnitude specified below:-

1.3 Criteria of eligibility for Contractors/Firms not registered in CPWD/ MES/ BSNL/ Railways & Chhattisgarh State PWD.

- I. The above non registered contractors need to be submitted the details of average annual financial turn over (gross) of **Rs 3,68,550.00** on **Repairing/servicing/maintenance of Split AC’s** during the last available three consecutive balance sheets (may range from six to eighteen months) duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- II. The Contractors should not have incurred any loss in more than two years during available last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.
- III. The Contractors should have a solvency of Rs **1, 47, 420.00** Certified by his Bankers.
- IV. Contractor having Experience of successfully completed works in any Govt. semi Govt. & PSU’s during the last (07) **Seven Years** ending previous day of last date of submission of tender:
 - a) Three similar completed works costing not less than the amount equal to 40% of estimated Cost Put to tender,
Or
 - (b) Two similar completed works, costing not less than the amount equal to 60% of the estimated Cost put to tender,
Or
 - (c) One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.

“Similar works means “**Repairing/servicing/maintenance of Split AC’s**. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of tenders.

2. Agreement shall be drawn with the successful contractor/firms on prescribed Form No. CPWD 8 which is available at the **Office of the Superintending Engineer, AIIMS Raipur**. Contractor/firms shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
 - 2.1 General conditions of contract for works in ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR are also available in the Office of the Superintending Engineer, AIIMS Raipur. Contractors should go through the different **clauses of “CPWD General Conditions of Contract 2014” corrected up-to-date** before quoting the rates.
3. The time allowed for carrying out the work will be **12 (Twelve) Months** from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. (i) The site for the work is available.
(ii) The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved program of completion submitted by the contractor after award of the work.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website www.aiimsraipur.edu.in free of cost.
6. Cost of Tender along with Earnest Money is in the form of Demand Draft or Pay Order or Banker’s Cheque or Deposit at Call Receipt or Fixed Deposit Receipt of a Scheduled Bank (drawn in favor of **AIIMS, Raipur**) shall be submitted with the tender in a separate envelope.

Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money.

7. Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 8 below, will be received by the **Office of the Superintending Engineer, AIIMS Raipur** up to 15.00 Hrs on **08-07 -2016** and will be opened by him or his authorized representative in his office on the **same day at 15.30 Hrs**. After opening the main envelope 3, the **envelope-1 containing the Cost of Tender along with Earnest Money (Technical Bid)** as applicable and eligibility credentials shall be opened first. **The envelope 2 containing tender (Financial bid)** shall be opened only for those tenderers who’s Earnest Money, cost of tender and eligibility is found in order.
The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached
8. Submission of tender: -Tender shall be submitted in following manner:

The tender document can be purchased / downloaded from office of SE, Project Cell AIIMS Raipur website www.aiimsraipur.edu.in/tenders.

8.1 In case the tender document is down loaded from AIIMS Raipur website

8.1.1: "Cost of Tender along with Earnest Money and copies of documents showing eligibility credentials" shall be placed in sealed envelope-1. Marked

“Cost of Tender along with Earnest Money and eligibility credentials (Technical Bid)”.

8.1.2: The Financial Bid shall be placed in sealed envelope-2 and will be superscripted as **“Tender (Financial Bid)”**.

8.1.3: The sealed envelopes 1 & 2 shall be placed in another sealed envelope no3.

8.1.4 All the three envelopes shall be superscripted with following data on it.

- (i) Name of work
- (ii) Name of tenderer
- (iii) Last date of receipt of tender & time.

Note: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in AIIMS RAIPUR for three years including any other action under the contract or existing law.

9. The bid submitted shall become invalid and tender cost shall not be refunded if:
 - (i) The contractor/firm is found ineligible.
 - (ii) The contractor/firm does not submit all the documents (including service tax registration/VAT registration / Sales Tax registration) as stipulated in the bid document including the undertaking about deposition of physical EMD with the tender.
10. The contractor whose bid is accepted will be required to furnish **performance guarantee of 5% (Five Percent) of the bid amount** within the period specified in **Schedule F**. This guarantee shall be in the form of Deposit at Call Receipt of any Scheduled Bank/Banker's Cheque of any Scheduled Bank/Demand Draft of any Scheduled Bank/Pay Order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.
11. Intending Contractor/firms are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A contractor/firm 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 contractor/firm 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 contractor/firm 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 and

rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

12. The competent authority on behalf of the AIIMS Raipur 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 contractor/firms shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with contractor/firms is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
14. The competent authority on behalf of AIIMS Raipur reserves to himself the right of accepting the whole or any part of the bid and the contractor/firm shall be bound to perform the same at the rate quoted.
15. The contractor shall not be permitted to bid for works in the AIIMS Raipur responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior 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 Raipur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
16. 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.
17. The bid for the works shall remain open for acceptance for a period of sixty (60) days from the date of opening of bids. If any contractor/firm withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, **then the Government/AIIMS shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the contractor/firm shall not be allowed to participate in the re-bidding process of the work.**

18. This Notice Inviting Bid shall form a part of the contract document. The successful contractor/firm / 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 : -
 a) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable
19. **For Single Bid or ~~Composite Bids~~**
- 19.1.1 The Executive Engineer in Charge of the major component will call bids for the composite work. The Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.
- 19.1.2 The bid document will include following three components:
 Part A: - Press Tender Notice, CPWD-6, CPWD-7/8 including Standard General Conditions of Contract for CPWD, 2014 as amended / modified up to CON/282.
 Part B: - Particular Specifications and Special conditions, specifications and schedule of quantities as applicable to major component of the work.
 Part C: - Schedule A to F for minor component of the work. (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in Schedule A to F for minor components). Special Conditions, additional terms & conditions, specifications and schedule of quantities applicable to minor component(s) of the work.
- 19.1.3 The contractor/firm must associate with himself, agencies of the appropriate class eligible to bid for each of the minor component individually.
- 19.1.4 The eligible contractor/firms shall quote rates for all items of major component as well as for all items of minor components of work.
- 19.1.5 After acceptance of the bid by competent authority, the SE/EE in charge of major component of the work shall issue letter of award on behalf of the AIIMS Raipur. After the work is awarded, the main contractor will have to enter into one agreement with SE/EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE' s in charge of minor components. One such signed set of agreement shall be handed over to SE / EE in charge of minor component. EE of major component will operate Part A and Part B of the agreement. SE / EE in charge of minor component(s) shall operate Part C along with Part A of the agreement.
- 19.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 19.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of work.
- 19.1.8 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-Charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of minor component(s).

- 19.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 19.1.10 The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to SE / EE in charge of each minor component as well as to SE / EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
- 19.1.11 Running payment for the major component shall be made by SE/ EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.
- 19.1.12(A) The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer -in -charge of major component after record of completion certificate of all other components.
- 19.1.12(B) Final bill of whole work shall be finalized and paid by the SE/EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.

FORM 'A'
FINANCIAL INFORMATION

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

Years

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- (i) Gross Annual turnover on construction works.
(ii) Profit/Loss.

II. Financial arrangements for carrying out the proposed work.

III. Solvency Certificate from Bankers of the bidder in the prescribed Form "B".

Signature of Chartered Accountant with Seal

Signature of Bidder(s).

FORM "B"
FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./
Sh.....having marginally noted address, a customer of
our bank are/is respectable and can be treated as good for any engagement upto a limit of
Rs..... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.

(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

INTEGRITY PACT

To,

Sub: NIT No. **01/SE/AIIMS/2016-17** for the work of **Annual Maintenance Contract (AMC) for 2 TR Split AC's installed at AIIMS Complex, Raipur.**

Dear Sir,

It is here by declared that AIIMS is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Contractor/firm will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / contractor/firm will stand disqualified from the tendering process and the bid of the contractor/firm would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the AIIMS Raipur.

Yours faithfully,

**Superintending Engineer
AIIMS Raipur**

To,

The Superintending Engineer,

Project Cell, AIIMS Raipur

Sub: Submission of Tender for the work “**Annual Maintenance Contract (AMC) for 2 TR Split AC’s installed at AIIMS Complex, Raipur.**”

Dear Sir,

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by AIIMS Raipur. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Contractor/firm)

To be signed by the contractor/firm and same signatory competent / authorised to sign the relevant contract on behalf of AIIMS Raipur.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of..... 20

BETWEEN

AIIMS Raipur through Superintending Engineer, ,
(Name of Division)

AIIMS, , (Hereinafter referred as the
(Address of Division)

'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

through.....(hereinafter referred to as the
(Details of duly authorized signatory)

“Contractor/firm/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (NIT No. **01/SE/AIIMS/2016-17**) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for **Annual Maintenance Contract (AMC) for 2 TR Split AC’s installed at AIIMS Complex, Raipur.** Here in after 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 Contractor/firm(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**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, in consideration 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 commits 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 Contractor/firm(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Contractor/firm(s) the same information and will not provide to any Contractor/firm(s) confidential / additional information through which the Contractor/firm(s) could obtain an advantage in relation to the Tender process or 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 (PC 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 Contractor/firm (s) / Contractor (s)

- 1) It is required that each Contractor/firm / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, 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 Contractor/firm(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 Contractor/firm(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 whatsoever during the Tender process or during the execution of the Contract.

The Contractor/firm(s) / Contractor (s) will not enter with other Contractor/firm (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.

- b) The Contractor/firm(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Contractor/firm(s) / Contract(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.
- c) The Contractor/firm(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Contractor/firm(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 participate 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.
- d) The Contractor/firm(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) 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 Contractor/firm(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Contractor/firm(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful 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 Contractor/firm(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 befall 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 Contractor/firm(s)/Contractor(s) and the Contractor/firm / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:

1) If the Contractor/firm (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 Contractor/firm(s)/ Contractor(s) from the Tender process or terminate /determine the Contract, if already executed or exclude the Contractor/firm/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 be forever or for a limited period as decided by the Principal/Owner.**

2) Forfeiture of EMD / Performance Guarantee / Security Deposit:

If the Principal/Owner has disqualified the Contractor/firm(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or 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 Earnest Money Deposit, Performance Guarantee and Security Deposit of the Contractor/firm / Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Contractor/firm or Contractor, or of an employee or a representative or an associate of a Contractor/firm or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption 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 Contractor/firm declares that no previous transgressions occurred in the last 5 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 Contractor/firm makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Contractor/firm/Contractor as deemed fit by the Principal/ Owner.

- 3) If the Contractor/firm/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 Contractor/firms/Contractors/Subcontractors

- 1) The Contractor/firm(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Contractor/firm / 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 into Pacts on identical terms as this one with all Contractor/firms and Contractors.
- 3) The Principal / Owner will disqualify Contractor/firms, who do not submit, the duly signed Pact between the Principal/Owner and the contractor/firm, 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

This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other contractor/firms, till the Contract has been awarded.

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 Raipur.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal / Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
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 turn out 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 intentions.

- 5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation** there of shall not be subject to arbitration.

Article 8- 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 / Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity 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 Contractor/firm/Contractor)

WITNESSES:

- 1. (Signature, name and address)
- 2.(Signature, name and address)

Place: -

Dated: -

ALL INDIA INSTITUTE OF MEDICAL SCIENCE RAIPUR
Tender & Contract for Works

Tender for the work of : Annual Maintenance Contract (AMC) for 2 TR Split AC's installed at AIIMS Complex, Raipur.

- (i) To be submitted by 03.00 PM hours on **08-07-2016** to The Superintending Engineer, AIIMS, Raipur.
- (ii) To be opened in presence of tenderers who may be present at 03.30 PM hours on **08-07-2016** in the office of The Superintending Engineer, AIIMS, Raipur.

Issued to.....

Signature of officer issuing the documents

Designation.....

Date of Issue

TENDER

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F, 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.

I/We hereby tender for the execution of the work specified for the AIIMS Raipur within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for Sixty (60) days from the due date of opening of financial bid and not to make any modification in its terms and conditions.

A sum of ₹ **7, 371/-** is hereby forwarded in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank as **earnest money**. A copy of the earnest money in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank is submitted with tender. If I/We, fail to furnish the prescribed performance guarantee within prescribed tender, I/we agree that the said **The Superintending Engineer, Project Cell, AIIMS Raipur** or **his successors**, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that **The Superintending Engineer, Project Cell, AIIMS Raipur** or **his successors** in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be 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 Clause 12.2 and 12.3 of the tender form. **Further, I/we agree that in case of forfeiture of earnest money or performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.**

I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in AIIMS Raipur 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 Deposited / 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:

Postal Address:

e-Mail id:

Witness:

Address:

Occupation:

To be filled in by the contractor/witness as applicable

ACCEPTANCE

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of the AIIMS Raipur for a sum of ₹. _____ *

(Rupees _____ * _____)

The letters referred to below shall form part of this contract Agreement:-

- a) *
- b) *
- d) *

For & on behalf of the AIIMS Raipur.

Signature.....

Designation.....

Dated *

FORM OF EARNEST MONEY DEPOSIT (BANK GUARANTEE BOND)

WHEREAS, contractor (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of **Superintending Engineer** (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. In words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20...

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor.

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

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

PARTICULAR SPECIFICATIONS
&
SPECIAL CONDITIONS

1. GENERAL

Wherever any reference to any Indian Standard Specifications of BIS or other International standards of ASTM / BS/EN occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.

- 1.2 The contractor shall work according to the program of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a program of the work within 15 days from the stipulated date of start of the work based on computer software such as MS Project etc. and shall update the same every fortnight.

The contractor shall submit progress report of the work in a computerized form. The progress report shall contain the following, apart from whatever else may be required as specified:

- (i) Project information, giving the broad features of the contract of the work under the contract, and the broad structural or other details.
- (ii) Introduction, giving a brief scope of the work under the contract, and the broad structural or other details.
- (iii) Schedule of the various components of the work for the next three quarters (or as may be specified), showing the milestones, targeted tasks and up to date progress.
- (iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
- (v) Plant and machinery statement, indicating those deployed in the work, and their working status.
- (vi) Man-power statement, indicating individually the names of all the staff deployed in the work, along with their designations.
- (vii) Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.
- (viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, items pending for sanction/decision by the Department, broad details of the Bank Guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted.
- (ix) Progress report, of the various items/components of the work done up to date, to indicate the actual progress of the work.
- (x) Quality assurance and quality control tests conducted during the month, with the results thereof.
- (xi) Reports at various stages of maintenance from the day of start of work to date of completion/occupation, covering all major events, inspections, visits by dignitaries etc.

The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.

If as per Municipal or prevailing rules of the secured campuses owned by paramilitary forces, Institutions etc, the huts for labour are not to be erected at the site of work by the contractors, the contractors shall provide such accommodation at such locations as are acceptable to local bodies with all provisions concerning labour safety & sanitation as contained in the relevant clause of the contract, for which nothing shall be payable.

- 1.5 Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.
- 1.6 The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-7/8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
- 1.7 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.
- 1.8 The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.
- 1.9 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.
- 1.10 Cast iron pipes and fittings without ear shall be used. However, pipes and fittings with ears may be accepted without any extra payment. In such cases, clamps are not required and no extra payment shall be made for fixing the pipes in a different manner.
- 1.11 Any cement slurry added over base surface for bond or for continuation of concreting, for protecting reinforcement bars, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.
- 1.12 Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required at any stage shall have to be done by the contractor at his own cost.

- 1.13 No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 1.14 Only Star headed Stainless Steel screws shall be used unless otherwise specified.
- 1.15 Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.
- 1.16 Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.
- 1.17 The contractor shall prepare all the needed shop drawings well in advance and get them approved before placing the order and execution of the item.
- 1.18 **The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer – in –Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications.**

SPECIALISED ITEMS

LIST OF SPECIALISED ITEMS:

Sr. No.	Name of the part(s)
1.	Compressor Unit
2.	Coil unit for compressor
3.	Jacket Filter
4.	Relay Set
5.	Capillary Filter
6.	Fan Motor
7.	Gas Charging
8.	Capacitor

- 2.2 Item/Material listed above shall be provided by the contractor/firm, if required and no separate service charge/material charges shall be paid extra for that.
- 3 It may be ensured that rates for parts of authorized brand only should be quoted and supplied for repair and AMC accordingly. In case if it is found at a later stage that sub-standard /inferior quality items supplied, necessary action will be taken against such Firm/Contractor, including forfeiture of their Performance Security and debarring them for quoting future tenders.
- 4 If the Firm/Contractor fails to undertake the job satisfactorily at any period of time or withdraws his services permanently for more than three consecutive weeks, the AIIMS, Raipur has every right to cancel the contract and forfeit the Security Deposit without assigning any reason what so ever.

5 SPECIAL CONDITIONS.

- 5.1 **The contractors/firms are requested to inspect the condition of each 2 Ton Split AC Machines installed at AIIMS Raipur, before coating their rates for AMC.** (Separate sheet attached as a list of AC's with location at page No-43 and 44 of this tender).
- 5.2 The contractor/firms should submit the relevant certificates / evidence of servicing for Split AC's. If required, **The Superintending Engineer, AIIMS Raipur** or **his successors** may enquire from the other place, where the contractor/firms has executed the similar work.
- 5.3 The contractor/firms of those who do not have authorization certificate from Brand/company will not be entertained.
- 5.4 The contractor/firms should depute only qualified/experienced technicians for carrying out the preventive maintenance work.
- 5.5 The contractor/firms will maintain the record of the date of servicing and next due date of servicing of each split AC's, complete to satisfaction of AE (E), AIIMS Raipur.
- 5.6 The Assistant Engineer (E), AIIMS Raipur, has to certify the register for the periodical inspections.
- 5.7 The contractor/firm should not have been blacklisted before.
- 5.8 In case of any complaint/ breakdown/fault in any equipment, the firm has to attend the fault within 72 hours of reporting on phone/FAX/ Email etc. failing which will invite a penalty as follows:
- 5.8.1 Attending to complaint between 72 hours — 96 hours of intimation- Rs. 200/-.
- 5.8.2 Attending to complaint between 4 days to 7 days of intimation- Rs. 1000/-
- 5.8.3 Attending to complaint beyond 7 days - Rs. 2000/-

6. Procedure for Execution of the Specialized Items:

Such items should be got executed only through associated agencies specialized in these fields. The contractor shall indicate the name(s) of his associated specialized agencies those fulfilling the conditions described for the respective item/s as early as possible and within one month of award of work to Engineer-in-Charge for approval.

6.1 **The contractors who are not registered in CPWD, MES, BSNL, Chhattisgarh State PWD and Railway, they can also participate in this tender if the following similar works has been completed by the firm up to the amount given as below.**

1.1.1. Description of Item: **Repairing/Maintenance work of 2 TR Split AC's.**

1.1.2. Condition: Experience of having successfully completed **three similar** works each of value not less than Rs. **1,47,420/- (40% of Tendered value)**, **two similar** works each of value not less than Rs. **2,22,130/- (60 % of Tendered value)** or **one similar work** of value not less than Rs. **2,94,840/- (80 % of Tendered value)**, during last seven years ending previous day of last date of submission of application.

6.2 Specialized Agencies

6.2.1 List of Specialized Agencies for certain items in case of **Electrical (Air Conditioner)/ Internal Public Health Works** have been approved by the competent authority and given in the tender

documents unless specified otherwise. The contractors shall quote the rates after careful study of contract conditions, specifications & schedule of quantities.

- 6.2.2 It shall be the responsibility of main contractor to sort out any dispute / litigation with the Specialized Agencies without any time & cost overrun to the Department. The main contractor shall be solely responsible for settling any dispute / litigation arising out of his agreement with the Specialized Agencies. The contractor shall ensure that the work shall not suffer on account of litigation/ dispute between him and the specialized agencies / sub-contractor(s). No claim of hindrance in the work shall be entertained from the Contractor on this account. No extension of time shall be granted and no claim what so ever, of any kind, shall be entertained from the Contractor on account of delay attributable to the selection/rejection of the Specialized Agencies.
- 6.2.3 For specialized items, the main contractor cannot work as a specialized agency unless his name is already included in the list of approved specialized agencies for these items. The contractor shall get these items executed through the specialized agencies as approved by competent authority.

7. RATES

- 7.1 The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Engineer in charge, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.
- 7.1.1 **The rates quoted by the tenderer, shall be firm and inclusive of all taxes and levies (including works contract tax but excluding service tax).**
- 7.2 No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.
- 7.3 All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement & other storage, fabrication yard, site laboratory, water tank etc.
- 7.4 For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor may have to pay extra amounts for any reason, to the laborers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the

Contractor with them.

- 7.5 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

8. TERMS OF PAYMENTS:

- 8.1 The payment will be made on quarterly basis subject to satisfactory performance during the each quarter year, i.e. 25% of annual contract + taxes will be paid after every 03(three)months.
- 8.2 No claim for any price escalation during contract shall be entertained.
- 8.3 The contract shall be entirely responsible for all taxes, duties, license fees etc. incurred until the completion of contract.

9. SCOPE OF WORK:

- 9.1 The Air Conditioner covered under the contract shall be repaired and rectified on site as and when the same is out of order. The cost of the original spares required for maintenance of Air Conditioner is borne by the contractor.
- 9.2 The contractor will attend all type of minor or major fault or breakdown immediately.
- 9.3 Separate logbook for Split AC's shall be maintained.
- 9.4 The contractor shall have to arrange at site all the necessary tools, measuring device, etc. necessary for the repaired of the equipment. Also he will maintain the necessary spare-parts/consumable required for maintenance/repaired.
- 9.5 The cost of all the electrical spares related to Air Conditioner and accessory including repairing or replacement of electrical, electronic spares etc. will be borne by the contractor.
- 9.6 No service charges shall be payable to contractor.
- 9.7 It may be ensured that rates for the parts of the authorized brand only should be quoted and supplied for repaired and AMC accordingly.

10. DOWNTIME

- 10.1 For the purpose of calculation of downtime, breakdown time shall be calculated on hourly basis.
- 10.2 Payment of annual maintenance contract (AMC) will not be made for the period specific Air Conditioner remains out of order for more than five days in a month due to any reason.
- 10.3 The contractor will have to keep in stock regular spare parts /consumables so as to replace immediately for the purpose of repairs or replacement of parts. The contractors shall place it back after repairs; old warm out spare parts will be properties of contractor.
- 10.4 In case if it is found at a later stage that substandard/in prior quality items supplied, necessary action will be taken against such contractor, including forfeiture of their performance security and debarring dam for quoting future tender.
- 10.5 If the contractor fails to undertake the job satisfactorily at any period of time or withdraws his service permanently for more than 03 (three) consecutive weeks, the AIIMS Raipur has every right to cancel the contract and forfeit the performance security deposit without assigning any reason what so ever.

11. CLEANLINESS OF SITE

The Contractor shall not stack building material / malba / muck/ rubbish on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-Charge, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material / malba as stated above, the Contractor shall be liable to pay the stacking charges / penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer –in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

12. INSPECTION OF WORK

In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the **Superintending Engineer, AIIMS Raipur** and other **Senior Officers of AIIMS Raipur** in addition of the Engineer-in-Charge and his authorized representative. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-Charge or other officers as stated above to visit the works shall have been given to the Contractor, either himself be present to receive the orders and instructions or have a responsible Site Engineer duly accredited in writing, to be present for that purpose **Senior Officers of AIIMS Raipur**. Authorities shall also be inspecting the on-going work at site at any time with or without prior intimation.

13. CO-OPERATION WITH OTHER CONTRACTORS/SPECIALIZED AGENCIES /SUB-CONTRACTORS.

13.1 The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general .The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipments for execution of the work, so as to cause minimum environmental pollution of any kind during construction. Further, the Contractor shall take all precautions to abide by the environmental related restrictions imposed by **Chhattisgarh Pollution Control Board, Govt. of Chhattisgarh**. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non-availability of construction machinery spare parts and any other constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Tenderers are advised to visit site and get first-hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

- 13.2 The Contractor shall cooperate with and provide the facilities to the sub-Contractors and other agencies working at site for smooth execution of the work. The contractor shall indemnify **AIIMS Raipur** authorities.
- 13.3 The work should be planned in a systematic manner so as to ensure proper co-ordination of various disciplines viz. sanitary & water supply, drainage, rain water harvesting, electrical, fire fighting, information technology, communication & electronics and any other services.
- 13.4 Other agencies will also simultaneously execute and install the works of sub-station / generating sets, air-conditioning, lifts, etc. for the work and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be supplied free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
- 13.5 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and in a proper coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

14. EQUIPMENTS AND PLANTS (Refer Clause 18 of SCHEDULE 'E')

- 14.1 All the equipment, T&P and machinery shall be kept in good condition.

15 SAFETY MEASURES AT CONSTRUCTION SITE

In order to ensure safe construction, following shall be adhered for strict compliance at the site:-

- 15.1 The work site shall be properly barricaded.
- 15.2 Adequate signage's indicating 'Work in Progress – Inconvenience caused is regretted' or Diversion Signs shall be put on the sites conspicuously visible to the public even during night hours. These are extremely essential where works are carried out at public places in use by the public.
- 15.3 The construction malba at site shall be regularly removed on daily basis.
- 15.4 All field officials and the workers must be provided with safety helmets, safety shoes and safety belts.
- 15.5 Proper MS pipe scaffoldings with work – platforms and easy-access ladders shall be provided at site to avoid accidents.
- 15.6 Necessary First-Aid kit shall be available at the site.
- 15.7 The above provisions shall be followed in addition to the provisions of General Condition of Contract.

16. LIST OF EQUIPMENT FOR SITE LABORATORY TO BE MADE AVAILABLE BY THE CONTRACTOR AT HIS OWN COST (Refer Clause 10 A of SCHEDULE 'E') Laboratory testing instruments.

- 16.1 Field testing instruments.**(instruments in sufficient quantity as directed by the Engineer-in-Charge shall be made available by the contractor. It shall be ensured that the instruments always remain in serviceable condition else the same will be replaced.

18. **The contractor shall submit ‘Method Statement’ for the approval soon after the award of work.** ‘Method Statement’ is a statement by which the construction procedures for important activities of construction are stated, checked and approved. Method Statement shall have description of the item with elaborate procedures in steps to implement the same. The specification of the materials involved their testing and acceptance criteria, equipments to be used, precautions to be taken, mode of measurements etc.

18. TESTING OF MATERIALS.

- 18.1 The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing unless specified otherwise. In all cases cost of samples and to & fro carriage shall be borne by the contractor. Contractor shall establish a laboratory at site of work at his own cost. The laboratory shall be equipped with all necessary equipment as per requirement of specification or as per direction of Engineer-in-Charge. The decision of the Engineer-in-Charge of allowing any test in the site laboratory shall be final.
- 18.2 Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/material. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-Charge, furnish manufacturer test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfy the provisions of IS codes relevant to the material and/or the work done.
- 18.3 Substandard Material/Work: In case any material/work is found substandard the same shall be rejected by the Engineer-in-Charge and the same shall be removed from the site of work within 48 hour, failing which the same shall be got removed by the Engineer-in-Charge at the risk and cost of the contractor without giving any further notice and time.

(SPECIMEN)**(Ref. para 3.7 of Particular Specifications and Special conditions)****GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECT AFTER COMPLETION
IN RESPECT OF WATER PROOFING WORKS**

The Agreement made thisday oftwo thousand and betweenson ofof(hereinafter called the **Guarantor** of the one part) and the PRESIDENT OF INDIA (hereinafter called Government of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated and made between the **GUARANTOR** of the one part and the Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak – proof.

AND WHEREAS **GUARANTOR** agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for ten years from the date of giving of water proofing treatment.

NOW THE **GUARANTOR** hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose;

- (a) Misuse of roof shall mean any operation which will damage water proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
- (c) The decision of the Engineer-in-charge with regard to cause of leakage shall be final.

During this period of guarantee the **guarantor** shall make good all defects and in case of any defect being found, render the building water –proof to the satisfaction of the Engineer-in-Charge at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the **GUARANTOR'S** cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the **Guarantor** shall be final and binding.

That if **GUARANTOR** fails to execute the water proofing or commits breach thereunder then the **GUARANTOR** will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the **GUARANTOR** in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the Government the decision of the Engineer – in – Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor and by and for and on behalf of the PRESIDENT OF INDIA on the day, month and year above written.

Signed, sealed and delivered by OBLIGOR in the presence of –

1.
2.

Signed for and on behalf of THE PRESIDENT OF INDIA byin the presence of –

1.
2.

**CORRECTION SLIPS TO GENERAL CONDITIONS OF CONTRACT FOR
C.P.W.D. WORKS – 2014**

Existing Provision	Modified Provision
<p>Clause 25(ii) 5th Paragraph</p> <p>The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 (26 of 1996) or any statutory modification or reenactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceeding under this clause.</p>	<p>Clause 25(ii) 5th Paragraph</p> <p>The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 (26 of 1996) / The Jammu & Kashmir Arbitration and Conciliation Act 1997 (35 of 1997) (as the case may be) or any statutory modification or reenactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceeding under this clause.</p>

LIST OF APPROVED MATERIALS
(FOR –Air Conditioner Works)

Following parts for replacement in the 2 TR Split AC's installed at AIIMS Complex, Raipur.

Sr. No.	Name of the part(s)
1.	Compressor of 2 TR Split ac of Voltas make or its equivalent or approved by Engineer in charge.
2.	Condenser fan motor of 2TR Split AC of Voltas make or its equivalent or approved by Engineer in charge.
3.	Relay, Running Capacitors, Starting Capacitors of Voltas make or its equivalent or approved by Engineer in charge.
4.	Electronics Spares used in 2 TR Split AC of approved make or its equivalent or approved by Engineer in charge.
5.	Thermostat, make: Voltas or equivalent or as per approved by Engineer in charge
6.	Gas Charging R-22.
7.	Thermostat for 2 TR Split AC or its equivalent or approved by Engineer in charge.

Note: Item/Material other than above list shall be provided by the contractor/firm, if required. Anyhow no extra charges shall be payable for this.

SCHEDULES**[FOR INTERNAL PUBLIC HEALTH WORKS]****SCHEDULE 'A'**

Schedule of quantities (Enclosed)

Page No. **42 (Air Conditioning/Electrical Works)****SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Place of Issue	Rates in figures & words at which the Material will be charged to the contractor
1	2	3	4	5

----- NIL -----

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire charges per day	Place of Issue
1	2	3	4

----- NIL -----

SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any.

----- NIL -----

SCHEDULE 'E'

General Conditions of Contract for CPWD

1. Reference to General Conditions of contract Works, 2014 as amended up to CON/282Name of work: **“Annual Maintenance Contract (AMC) for 2 TR Split AC’s installed at AIIMS Complex, Raipur.”**

Estimated cost of work	₹ 3, 68,550/-
(i) Earnest money:	₹7, 371/-
(ii) Performance guarantee:	5% of tendered value
(iii) Security Deposit:	5% of tendered value plus 5% of performance guarantee for contract, involving maintenance of the building and services / other work after construction of same building and services / other work.

SCHEDULE 'F'**General Rules & Directions:**

Officer inviting tender -
 maximum percentage for quantity of items of
 work to be executed beyond which rates are to
 be determined in accordance with Clauses
 12.2 & 12.3.

The Executive Engineer, AIIMS, Raipur

see below

Definitions:

2(v) Engineer-in-Charge	The Superintending Engineer, AIIMS Raipur.
2(viii) Accepting Authority	Superintending Engineer, AIIMS Raipur
2(x) Percentage on cost of materials and labour to cover all overheads and profits.	15 % (Fifteen Percent)
2(xi) Standard schedule of Rates	Market Rates (For Split Air Conditioner)
2(xii) Department	AIIMS Raipur
9(ii) CPWD Form 8 (Print edition -2014) as modified Standard CPWD contract Form	& corrected up to DGW/CON/ 282

CLAUSE AS PER GENERAL CONDITION OF CONTRACT OF CPWD

Clause 1	(i) Time allowed for submission of Performance guarantee from the Date of issue of letter of acceptance	: 15 day
	(ii) Maximum allowable extension with late Fee @ 0.10% per day of performance Guarantee amount beyond The period as provided in (i) above	: 1 to 15 days
Clause 2	Authority for fixing Compensation under clause 2	: Superintending Engineer, AIIMS Raipur
Clause 2A	whether clause 2A shall be applicable	: Not Applicable
Clause 3	When Contract can be determined	: Applicable
Clause 4	Contractor liable to pay compensation even if Action not taken under clause 3	: Applicable
Clause 5	No. of days from the date of issue of letter of Acceptance for reckoning date of start	: 10 days
	Time allowed for execution of work Authority to decide	12 (Twelve) Months.
	(i) Extension of Time	Superintending Engineer, AIIMS Raipur.
	(ii) Rescheduling of mile stones	Not Applicable
	(iii) Shifting of date of start in Case of delay in handing over site	Superintending Engineer, AIIMS Raipur.
Clause 6A	Measurement of work done computerized measurement book	: Applicable
Clause 7	Payment of intermediate certificate to be Regarded as advances	: Applicable
Clause 8	Completion Certificate and completion plans	: Applicable
Clause 9	Payment of Final bill	: Applicable
Clause 10A	List of testing equipment to be provided by the contractor at site.	As per instructions given and required by Engineer In charge
Clause 10B	Whether clause 10B shall be applicable	Not Applicable
Clause 10C	Component of labour expressed as Percent of value of work.	80 %
Clause 10CA	Payment due to variation in prices of materials After receipt of tender.	Not Applicable

Clause 10CC	Clause 10CC to be applicable in contracts With stipulated period of compensation Exceeding the period shown in next column	Not Applicable
Clause 11	Work to be executed in accordance with specifications, work orders & other terms & conditions etc.	Applicable
Clause 12	Deviation limit beyond which clauses 12.2 & 12.3 Shall apply for overall work.	30 %
Clause 13	Foreclose of contract due to abandonment or reduction in scope of work	Applicable
Clause 14	Carrying out part work at risk and cost of contractor	Applicable
Clause 15	Suspension of work	Applicable
Clause 16	Competent Authority for deciding reduced rates for Electrical (Air Conditioner's)	Superintending Engineer AIIMS Raipur,
Clause 18	List of mandatory machines, tools and Plants to be deployed by the contractor at site.	as required by Engineer in Charge
Clause 19	Labour Law to be complied by the contractor	: Applicable
Clause 20	Minimum wages act to be complied	: Applicable
Clause 25	Settlement of dispute and Arbitration	: Decided by Superintending Engineer, AIIMS Raipur
Clause 36(i)		Not Applicable
Clause 42		Not Applicable

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl No.	Description of item	Rates in figures and words at which Recovery shall be made from the Contractor	
		Excess beyond Permissible variation	Less use beyond the permissible variation
1.	Cement	N.A.	
2.	Steel Reinforcement	N.A.	

Annexure I

**PROPOSAL FOR ASSOCIATING AGENCIES
For **Electrical (AIR CONDITIONER) WORK****

We hereby propose the following **ELECTRICAL (AIR CONDITIONER) WORK** agencies as per details mentioned against each. Their consent letters are also attached as per Annexure II

S No.	Name of Electrical (Split Air Conditioner's) contractor/ Firm	Category and class of registration in CPWD , MES, BSNL, Chhattisgarh State PWD / Work experience	Registration No.	Monetary limit of work	Validity of registration	Consent letter attached (yes/No)
1.						
2.						
3.						

Note :- A copy of registration order/ Work experience shall be attached for each agency.

Contractor's signature

CONSENT LETTER

I/We hereby give my/ our consent to work as Electrical (Air Conditioner) contractor till the completion of work and I/we will be responsible for necessary action to hand over the work and for rectification of defects and repair during the maintenance period. I/we will execute the work as per CPWD specification and additional conditions of the works.

I/we will also engage suitable Engineer for the work as per condition of work. I further certify that the above particulars pertaining to me are correct.

Signature of Contractor

Memorandum of Understanding**Rs. 100/- Non-judicial stamp**

This Memorandum of Understanding (MOU) is made on the _____ at _____

Between

M/s _____ (Main Contractor) having his registered office at _____ which expression shall unless repugnant to the subject or context include its administrators, successors and assigns.

And

M/s _____ (Associate contractor) registered in CPWD, MES, BSNL, and Chhattisgarh State PWD as class: _____ Civil contractor and having his registered office at _____ which expression shall unless repugnant to the subject or context include its administrators, successors and assign.

Whereas, the All India Institute of Medical Sciences Raipur, have issued tender papers to quote for the following work to M/s _____ (Main Contractor).

Name of work: “Annual Maintenance Contract (AMC) for 2 TR Split AC’s installed at AIIMS Complex, Raipur.”

Whereas, This Memorandum of Understanding has been entered into to execute the above work by the Main Contractor and Associate Contractor.

Whereas, both the parties have gone through and understood the various conditions and clauses of the tender and willingly agree to abide by them.

This MOU shall be valid till the duration of completion of above work and shall be extended if so required by the AIIMS Raipur.

Now, therefore it is agreed between the parties here to as follows :-

- 1 :- The associated Electrical (Air Conditioner) contractor shall completely execute, perform and do all the works mentioned and described in the main agreement for its AC components according to the specifications, terms and conditions etc. Of the main agreement.
- 2 :- The associated Electrical (Air Conditioner) contractor shall execute and complete the works in all respect up to full satisfaction of the AIIMS Raipur officers and attend to them during their inspection at site, meetings etc., whenever required by the AIIMS Raipur officers.
- 3 :- The cost of Air Conditioner works executed by the associated Electrical contractor will include the cost of all the materials, accessories, equipments, tools & plants, laborers technical persons required etc. in all respect.
- 4 :- The associated Electrical (Air Conditioner) contractor is responsible for getting recorded measurements and preparation, submissions & pursuance of payment of the bills of the work done for Electrical portion of the main agreement.
- 5 :- **The rate will be as per the schedule enclosed.**
- 6 :- The Quantity will be as per actual measurement as received from AIIMS Raipur to main contractor and the rate will be as per the mutually agreed.
- 7 :- The payment to associate contractor will be released after the payment to main contractor is made by the AIIMS Raipur.
- 8 :- The technical staff required for the associate discipline shall be of associate contractor.
- 9 :- The guarantee of the installation after the completion of the work shall be responsibility of the associate Electrical (Air Conditioner) contractor as required by the AIIMS Raipur.

- 10 :- There is no service tax liability; work being related to the construction of the Central Govt. Dept. However, if any liability of the service tax is imposed on the associated Electrical (Air Conditioner contractor then it will be paid by main contractor.
- 11 :- Either party shall not repudiate the contract in mid way without the consent of each other. Otherwise it will be treated as breach of agreement for any reason whatsoever.
- 12 :- The main agency shall be solely responsible for deferment & rescheduling of each milestone fixed as per contract documents and in such eventuality, the consequences arising out of the same rests on main agency.
- 13 :- The main contractor only shall be responsible for getting extension of delay regularized and liability what so ever flowing out shall lies with them. There shall be no direct or indirect impact on associate contractor.
- 14 :- TDS shall be deducted by the main contractor as per Income Tax law from associated agency. In case liability of tax other than Income Tax (Such as vat, service tax, or any other mechanism formed) is levied on associated contractor then the main agency will reimburse it in full to associated agency.
- 15 :- The associated contractor shall be bound to execute work up to a deviation limit of 30% in quantities of items of work at the agreement rate. Beyond deviation limit the rates will be decided by main & associated contractor on mutually agreed basis.
- 16 :- For the items such as extra items, substitute items and new items other than the items of main agreement, if any incorporated in the work, and then the main contractor shall pay the full amount so approved to the associate contractor.
- 17 :- The validity of rates shall be _____ months after finalization & acceptance of MOU by the competent authority.
- 18 :- In case main contractor delays the payment to associated contractor after the payment is released by department to the main contractor then on receipt of delay in payment from associate contractor the AIIMS Raipur shall directly make the payment to associated contractor.
- 19 :- The main contractor shall at their cost provide necessary requisite arrangement for storage of material.
- 20 :- Air Conditioner related items shall be provided by main contractor.
- 21 :- Security Deposit as deducted by the AIIMS Raipur will be reimbursed by main contractor to associate contractor. However associated Electrical (Air Conditioner) contractor will deposit 2 ½ % of Agreement amount of Rs. _____ in shape of FDR towards S/D to be retained by main contractor which will refunded to Electrical (Air Conditioner) contractor after completion of Electrical (Air Conditioner) work.
- 22 :- The Income tax, Commercial tax and labour cess tax deducted by the AIIMS Raipur from the bills of Air Conditioner work shall be reimbursed by the main contractor in favour of the associated Electrical (Air Conditioner) contractor accordingly.

In witness where ever required have to put the hand seal with date _____.

Enclose: - Schedule of rates.

Signature
(Associate Contractor)
Address: _____

Signature
(Major Contractor)
Address: _____

SCHEDULE OF QUANTITY –
(FOR ELECTRICAL / AIR CONDITIONER WORKS)

Name of Work: Annual Maintenance Contract (AMC) for 2 TR Split AC's installed at AIIMS Complex, Raipur.

Sr. No.	Description of item of work	Unit	Qty	Period of AMC	Unit Rate in ₹		Total Amount in ₹
					[Minimum 6 visits are compulsory]		
					₹ in Figure	₹ in Words	
01	Annual Maintenance contract (AMC) of 2 TR Split AC's installed at AIIMS Complex, Raipur.	Each	81	One year (12 Months)			

Total Amount in Word and Figure

(Signature of Agency)

**Superintending Engineer,
AIIMS Raipur**

DETAILS OF 2 Ton AIR CONDITIONER at AIIMS RAIPUR:

S No.	Department	Contact Person Name	Landmark/ Building	Room no.	Type of AC	Make	2 TON AC	Working condition	Remark
MEDICAL COLLEGE BUILDING									
1	Anatomy	1117		1117	SAC	VOLTAS	1		
2	Pharmacology	2221		2221	SAC	VOLTAS	1		
3	Pharmacology	2220		2220	SAC	VOLTAS	1		
4	Orthopedics	2219		2219	SAC	VOLTAS	1		
5	Microbiology	1220	OFFICE	1220	SAC	VOLTAS	1		
6	Physiology	3122	OFFICE	3122	SAC	VOLTAS	1		
7	Gynecology	3124	3 rd floor	3124	SAC	VOLTAS	1		
8	Examination Hall				SAC	VOLTAS	12		
9	Biochemistry	3226	Demonstration room	3226	SAC	VOLTAS	8		
10	Biochemistry	2214		2214	SAC	VOLTAS	4		
11	Biochemistry	2122		2122	SAC	VOLTAS	1		
12	Biochemistry	2120		2120	SAC	VOLTAS	1		
13	Central Store	2203		2203	SAC	LG	2		
14	Pathology	3222	TUTOR ROOM	3222	SAC	VOLTAS	1		
15	Pathology	3219	STORE	3219	SAC	VOLTAS	1		
16	Pathology	3218	PROFFESOR ROOM	3218	SAC	VOLTAS	1		
17	Pathology	3221	OFFICE	3221	SAC	VOLTAS	2		
18	Pathology	3223	& ENT	3223	SAC	VOLTAS	2		
19	Microbiology	1222	AO	1222	SAC	VOLTAS	1		

20	SERVER ROOM 1 st FLOOR	MEDICAL COLLEGE			SAC	VOLTAS	1		
21	UPS ROOM BASEMENT	MEDICAL COLLEGE			SAC	VOLTAS	2		
TRAUMA BUILDING									
22	UPS ROOM	Trauma Block			SAC	VOLTAS	2		
23	Radio Diagnosis (Sonography)	Trauma Block			SAC	VOLTAS	1		
AYUSH OPD									
24	OPD PMR / MS Ayush	AYUSH		47A/57A	SAC	VOLTAS	2		
25	ENT (Ayush)	25 & 26		25 & 26	SAC	VOLTAS	2		
26	X-RAY ROOM	Ground floor	Room no.8	8	SAC	VOLTAS	1		
27	X-RAY ROOM	Ground floor	Room no.9	9	SAC	VOLTAS	1		
NURSING COLLEGE									
28	LECTURE THEATRE	LT-1		LT-1	SAC	VOLTAS	7		
29	LECTURE THEATRE	LT-2		LT-2	SAC	VOLTAS	7		
30	LECTURE THEATRE	LT-3		LT-3	SAC	VOLTAS	6		
31	LECTURE THEATRE	LT-4		LT-4	SAC	VOLTAS	6		
							81		