

The Superintending Engineer-Civil, AIIMS Bilaspur H.P. on behalf of the Executive Director, AIIMS Bilaspur, HP invites online percentage rate bids from the OEM "**Carrier**" make or its Authorized Dealer/Service agent for the work of **Comprehensive Maintenance Contract of HVAC-High Side at AIIMS Bilaspur (HP)**.

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 cost **₹ 1,33,36,950/-**. This estimate, however, is given merely as a rough guide.
  - 1.1.1 The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.
2. Agreement shall be drawn with the successful bidder on the prescribed Form No. CPWD 7 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website [www.cpwd.gov.in](http://www.cpwd.gov.in). Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **12 month(s)** 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. The site for the work is available.
5. The bid document consisting of building 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-**2023 (with amendment)** can be seen from website <https://eprocure.gov.in> free of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last date and time of submission of bid as notified.

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7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last date and time of submission of bid as notified.
  8. Earnest Money **₹ 2,66,739/-** in the form of Treasury Challan or Demand Draft or Pay Order or Banker's Cheque or Deposit at call receipt or Fixed Deposit Receipt (**drawn in favour of Miscellaneous Fund, AIIMS Bilaspur, HP**) shall be scanned and uploaded to the e-tendering website within the period of bid submission.

The original EMD should be deposited in the office of Executive Engineer Civil AIIMS Bilaspur H.P. inviting bids within the period of bid submission.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lakhs, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for 90 days or more from last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

9. Copy of Enlistment Order and certificate of work experience along with respective completion certificate and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, **whose EMD is received physically before Tender Opening date & Time in the office of Executive Engineer(C), AIIMS Bilaspur, HP and other documents scanned and uploaded are found in order.**

The bid shall be submitted up to time indicated in CPPP.

- 10.** The bid submitted shall become invalid if,
  - i) The bidder is found ineligible.
  - ii) The bidder does not upload Treasury Challan/Demand Draft/Pay Order or Banker's Cheque/Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank against EMD and does not deposit original EMD

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with in prescribed date and time.

- iii) The bidder does not upload all documents (including GST registration/undertaking as applicable/relevant) and as stipulated in the bid document. (e.g. OEM authorization to participation in the bid )
  - iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
  - v) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub-head in percentage tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
11. 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 or Institute 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. The contractor shall not be eligible for further tender for a period of one year if after opening of the tender, the contractor withdraws or modify bid during period of validity of tender or after award of work fail to sign the contract or submit performance guarantee before deadline defined in bid document.
12. Intending Bidders 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 bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding or otherwise shall be allowed. The

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bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work. In addition to the above, bidders are advised to see for themselves the bridges existing on the approach passage to the site for assessing the position with regard to carriage of building materials and T&P. Nothing extra shall be payable to the successful bidder for any type of existing restricted conditions with regard to the above.

13. The competent authority on behalf of the Executive Director, AIIMS Bilaspur, HP 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 bidders shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
15. The competent authority on behalf of the Executive Director, AIIMS Bilaspur, HP reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the quoted rates.
16. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and the Institute (i.e. AIIMS Bilaspur H.P) will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
17. The contractor shall not be permitted to bid for works in the office responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive).

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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 Bilaspur, HP or in the Ministry of Health & Family Welfare. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

18. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Institute (i.e. AIIMS Bilaspur H.P.) is allowed to work as a contractor for a period of one year after his retirement from the institute service, without prior permission of the competent Authority i.e. Executive Director, AIIMS Bilaspur, HP 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 Institute of India as aforesaid before submission of the bid or engagement in the contractor's service.
19. The bid for the works shall remain open for acceptance for a period of **Seventy-Five (75) days** from the date of opening of technical bid. If any bidders withdraw his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further, the bidders shall not be allowed to participate in the retendering process of the work.
20. This notice inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
  - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - b) Form GCC 2023, CPWD Form 7 modified and amended up-to last date of online submission of bids.

**For & on behalf of the the Executive Director, AIIMS Bilaspur, HP.**  
**Signature .....**

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Executive Engineer, Civil,  
Civil Division,  
AIIMS Bilaspur, HP.

**INFORMATION AND INSTRUCTIONS FOR BIDDERS  
FOR e-TENDERING**

**AIIMS Bilaspur, HP**

1. The Superintending Engineer-Civil, AIIMS Bilaspur, HP, on behalf of the Executive Director, AIIMS Bilaspur, HP invites online percentage rate bids from the OEM "**Carrier**" make or its Authorized Dealer/Service agent for the work:

1	2	3	4	5	6	7	8	9
S. No.	NIT No.	Name of work & Location	Estimated cost	Earnest Money	Period of Completion	Last date & time of submission of online bid, submission documents as specified in the	Last date of submission of all the scanned and uploaded documents as specified in the NIT in physical form by the	Time & date of opening of online tender
1	SE-C/AIIMS/BLS/2025-26/AMC/MEP/05	Comprehensive Maintenance Contract of HVAC-High Side at AIIMS Bilaspur (HP)	₹ 1,33,36,950/-	₹ 2,66,739/-	12 months	As per CPPP	Within one week after the date of opening of financial bid	As per CPPP

2. 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 can be seen from website <https://eprocure.gov.in> free of cost.
3. The enlistment of the contractors should be valid on the last date of submission of bids.
4. In case only the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

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5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-III digital signature to submit the bid.
  6. Earnest Money can be paid in the form of Treasury Challan or Demand Draft or Pay Order or Banker's Cheque in or Deposit at call receipt or Fixed Deposit Receipts **(drawn in favour of Miscellaneous Fund, AIIMS Bilaspur, HP)** along with Bank Guarantee of any Scheduled Bank wherever applicable.
  7. The intending bidder has to fill all the details such as Banker's name, Demand Draft/ Fixed Deposit Receipt/ Pay Order/ Banker's Cheque/ Bank Guarantee number, amount and date to the e-tendering website within the period of tender submission and original should be deposited in the office of EE, Civil, AIIMS Bilaspur, HP within the period mentioned in this NIT.
  8. The amount of EMD can be paid by multiple Demand Draft/Pay Order / Banker's Cheque / Deposit at call receipt / Fixed Deposit Receipts along with multiple Bank Guarantee of any Scheduled Bank if EMD is also acceptable in the form of Bank Guarantee.
  9. Interested contractor who wish to participate in the bid has also to make following payments in the form of Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank within the period of tender submission:
    - a) The online bid shall be submitted up to as per date and time on CPPP
    - b) The submitted bid shall be opened as per date and time on CPPP
  10. The bid submitted shall become invalid & shall be considered as rejected if,
    - i) The bidder is found ineligible.
    - ii) The bidder does not upload Treasury Challan/Demand Draft/Pay Order or Banker's Cheque/Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank against EMD and does not deposit original EMD with in prescribed date and time.
    - iii) The bidder does not upload all documents (including GST registration/undertaking as applicable/relevant) and as stipulated in the bid document.

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- iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
- v) If a tenderer quotes Nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub-head in percentage tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
11. But the bid can only be submitted after deposition of original EMD in the office of Executive Engineer-Civil AIIMS Bilaspur H.P, inviting bids within the period of bid submission. The EMD document shall only be issued from the place in which the office of Executive Engineer-Civil AIIMS Bilaspur H.P is situated.
12. List of Documents to be scanned and uploaded within the period of tender submission:
- (i) Treasury Challan/Demand Draft/Pay Order or Banker's Cheque/Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank against EMD
  - (ii) Valid Enlistment Order of the OEM or OEM authorization certificate
  - (iii) Certificate of Registration for GST, if already obtained by the bidder. If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents "if work is awarded to me, I/we shall obtain GST registration certificate, as applicable, within one month from the date of receipt of award letter or before release of any payment by AIIMS Bilaspur H.P, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by AIIMS Bilaspur H.P or GST department in this regard"
12. The following conditions which already form part of the tender document are specially brought to the notice of all intending bidders for compliance while filling the tender. They are requested to comply following instructions:

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- a) After submission of the bid the contractor can re-submit revised bid any number of times but before last date and time of submission of bid as notified.
- b) While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last date and time of submission of bid as notified.
- c) In case of composite tenders, the contractor submitting the tender should read all the three Parts of the tender viz. Part-A, B & C, which are containing schedule of quantities, additional & special conditions, additional specifications, particular specification and other terms and conditions given in the NIT and drawings for Major as well as Minor component of work. Details of these parts are summarized as under:
- Part A: - CPWD -6, CPWD – 7 including schedule A to F for major and minor component of the work, Standard General Conditions of Contract for CPWD 2023 as amended/ modified up to last date of submission of bid.
  - Part B: - General/specific conditions & specifications and schedule of quantities applicable to major and minor component of the work.
  - Part C: - Schedule of quantities applicable to major and minor component of the work.
- d) Tenders with any condition including that of conditional rebates shall be rejected forthwith.
- e) GST and Labour-Cess etc. as applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes and hence their quoted rates should be inclusive of all the tax components.
- f) It will be obligatory on part of the Contractor/ Bidder to tender for and sign the tender documents for all the component parts. The institute reserves right to accept tender in full or in part without assigning any reasons.
- g) The intending bidder must read the terms and conditions of Form-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

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- h)* The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of opening of bid is extended, the enlistment of contractor should be valid on the original date of opening of tender.
13. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
  14. Contractor can upload documents in the form of JPG format and PDF format.
  15. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
  16. The required documents meeting the criteria to qualify as "approved and eligible contractors of CPWD or approved & eligible contractors of MES, State PWD's, BRO, Departments'/Construction wings of Railways, Defence, Environment & Forests, Information & Broadcasting & Department of Posts/Space, Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs)/Corporations/Development Authorities, Public Sector Banks(CPSBs),Public Sector Insurance Companies(CPSICs), Financial Institutions (FIs),Autonomous Bodies (ABs),Central/State Universities\_ etc. or OEM Authorization" along with other documents as mentioned under para "List of Documents to be scanned and uploaded within the period of bid submission" below, as uploaded by the agency and hard copies received subsequently shall be checked. The financial bid of only those agencies shall be opened who are found to be eligible agencies, as per this NIT.
  17. The institute reserves the right to reject any prospective bid without assigning any reason.
  18. Information and instructions for contractors for e-tendering forming part of NIT and to be posted on website.
    - (i) Information and instructions for contractors will form part of NIT and to be uploaded on website.
    - (ii)The intending bidder must have class-III digital signature to submit the bid.

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- (iii) The contractor shall obtain the receipt of EMD from the Executive Engineer-Civil AIIMS Bilaspur H.P in the prescribed format uploaded by NIT issuing **authority**. The bid document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder.
19. The online **item**/percentage rate(s) (**as applicable**) must be quoted in decimal coinage. Amount shall be calculated and rounded in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
20. The successful bidder shall be required to submit a **Performance Guarantee of 5% (Five percent)** of the contract amount within a period of issue of letter of acceptance as specified in schedule 'F'.
27. The contractor shall have to execute guarantee bonds in respect of Stone work, water supply, sanitary installation & drainage works, water proofing works and Aluminium Works (**As applicable**) as per Performa indicated in NIT.
28. GST on materials as applicable shall be paid by the contractor himself. The contractor shall quote his rates considering all such taxes.
29. Structural Designs and drawings, as well as services Designs and drawings shall be submitted by bidder to Engineer in Charge for issuance.
30. Intending bidder may submit physical mile stone on the basis of their resources and methodology at the time of tendering as indicated in the "Schedule F", otherwise it will be assumed that agency is agreeable to mile stones mentioned in the table.
31. Intending bidder may give detailed activities/programme for each mile stone fixed in the tender document while submitting the tender.
32. Recovery rates for less use of materials beyond permissible limits is given in Schedule 'F' of Part-A & also for excess use of departmentally issued material.
33. Information and instruction for e-tendering:
- (i) The Executive Engineer-Civil AIIMS Bilaspur H.P should receive the original EMD.
- 34.. Contractors who fulfill the following requirements shall be eligible to apply.
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- (i) Joint ventures are not accepted.
- (ii) Should have satisfactorily completed the similar works as mentioned below during the last Seven (7) years ending last day of the month previous to the one in which tenders are invited.
- Three similar works each costing not less than **₹ 53.34 lakhs, or**
  - Two similar works each costing not less than **₹ 66.68 Lakhs or**
  - One similar work costing not less than **₹ 1.06 crores**

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 previous day of last day of submission of tenders.

- Should have had Average Annual Financial Turnover of **₹ 40.01 lakhs** on construction works during the last three years ending 31st March **2025** (Scanned copy of certificate from CA with Unique Document Identification Number (UDIN) to be uploaded). The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figures at simple rate of 7% per annum. (OM No. DG/SOP 2022/07 dated 09.11.2022).
- Should have bidding capacity equal to or more than the estimated cost of the work put to tender (**Scanned copy of the original certificate issued by a certified Chartered Accountant to be uploaded**). The bidding capacity shall be worked out by the following formula:

Bidding Capacity =  $\{[AxNx1.5]-B\}$ , Where,

A = Maximum turnover in construction / maintenance works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which bids have been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited

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**f. Should have Financial Soundness as per appendix "A' (in ₹)**

**(a) Solvent upto ₹ 1.00 crore**

Or

Financially sound for engagement **upto ₹ 3.00 crore**

**(b) Working capital not less than ₹ 12.00 lakh**

**35. Similar work means work of: - "AMC or CMC of High side HVAC system".**

Executive Engineer,  
Civil Division  
AIIMS Bilaspur, HP

**Central Autonomous Institute under MoHFW**  
**AIIMS Bilaspur , HP**

<b>STATE:</b>	<b>H.P</b>	<b>CIRCLE:</b>	<b>Engineering Department</b>
<b>BRANCH:</b>	<b>Civil</b>	<b>DIVISION:</b>	<b>Civil</b>
<b>REGION</b>	<b>HP</b>	<b>SUB-DIV.:</b>	<b>-----</b>

**ONLINE PERCENTAGE RATE TENDER & CONTRACT FOR WORKS**

(A) Tender for the work of: -

**Name of Work** : Comprehensive Maintenance Contract of HVAC-High Side at AIIMS Bilaspur (HP).

- (i) To be submitted online as per date and time on CPPP through website **<https://eprocure.gov.in>** to Executive Engineer-*Civil*, AIIMS Bilaspur, HP
- (ii) To be opened through online in presence of tenderers who may be present as per date and time on CPPP in the office of Executive Engineer-*Civil*, AIIMS Bilaspur, HP.

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## **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 and 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 Executive Director, AIIMS Bilaspur, HP 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.

We agree to keep the tender open for **(75) seventy-five days** from the date of opening of tender and not to make any modifications in its terms and conditions.

A sum of **₹ 2,66,739/-** is hereby forwarded in Cash / Receipt Treasury Challan / Deposit at Call Receipt of a Scheduled Bank/ FDR of a Scheduled Bank / Demand Draft of a Scheduled Bank / Bank guarantee issued by a schedule bank as earnest money. If I/we fail to furnish the prescribed Performance Guarantee within prescribed period, I/we agree that the said the Executive Director, AIIMS Bilaspur, HP or his successor 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 the work as specified. I/we agree that the Executive Director , AIIMS Bilaspur , HP 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, otherwise the said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up-to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 & 12.3 of the tender form.

**Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work for next 1 year.**

I/We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of the institute Engineering Department, then I/we shall be debarred for tendering in AIIMS Bilaspur, HP 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 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 therefrom to any person other than a person to whom I/we am/are may authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated: \_\_\_\_\_ Signature of Contractor ..... )  
Witness: - . } Postal Address: - ..... )  
Address: - }  
Occupation: - }

Telephone No.

Fax: -

E-Mail: -

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**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Executive Director, AIIMS Bilaspur, HP for a sum of Rs..... (Rupees .....  
.....)

The letters referred to below shall form part of this contract agreement.

- i)
- ii)
- iii)
- iv)

Dated: - .....

For & on behalf of the the Executive  
Director, AIIMS Bilaspur, HP.

Signature .....

## SCHEDULE 'A' TO 'F'

### SCHEDULE 'A'

Schedule of quantities: Enclosed

**As per schedule of work attached**

### SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

<b>Sr. No.</b>	<b>Description of item</b>	<b>Quantity</b>	<b>Rate in figures &amp; words at which the material will be charged to the contractor</b>	<b>Place issue</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(1)</b>
<b>-----Nil-----</b>				

### SCHEDULE 'C'

Tools and plants to be hired to the contractor

<b>S. NO.</b>	<b>DESCRIPTION</b>	<b>HIRE CHARGES per day</b>	<b>PLACE OF ISSUE</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
<b>-----Nil-----</b>			

### SCHEDULE 'D'

Extra schedule for specific requirements/ documents for the work, if any. – **As per GCC Maintenance works 2023 & specification attached.**

### SCHEDULE 'E'

Reference to General Conditions of Contract. <b>(GCC EPC Projects 2022/GCC Maintenance work 2023/GCC Construction Works 2023.</b>	<b>Applicable GCC is GCC Maintenance works 2023 as amended up to date and as modified and corrected up to previous day of the last date of submission of the tender.</b>
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1.1 Name of Work:- **Comprehensive Maintenance Contract of HVAC-High Side at AIIMS Bilaspur (HP).**

1.2 Estimated Cost of work : ₹ **1,33,36,950/-**

1.3 Earnest Money : ₹ **2,66,739/-**

1.4 Performance Guarantee : 5.00% of **the** tendered value

1.5 Security Deposit **2.5% of the tendered value**  
Or  
~~**2.5% of tendered value plus 2.5% PG for contract involving maintenance of the building and services / any other work also.**~~

### **SCHEDULE 'F':-**

#### **General Rules & Directions: -**

	Officer Inviting Tender	:	<b>Superintending Engineer, Civil AIIMS Bilaspur, HP.</b>
	<b>Definitions: -</b>		
<b>2 (i)</b>	Engineer-In-Charge	:	<b>Executive Engineer, Civil AIIMS Bilaspur, HP.</b>
<b>2 (ii)</b>	Accepting Authority	:	<b>Superintending Engineer, Civil AIIMS Bilaspur, HP.</b>
<b>2 (iii)</b>	Percentage on cost of materials and labour to cover all overheads and profits	:	15%
<b>2 (iv)</b>	Standard Schedule of Rates	:	Delhi Schedule of Rates <b>2025 (E&amp;M) and Market Rates</b> with up-to-date correction slips & <b>Market Rate</b>
<b>2 (v)</b>	Department	:	AIIMS Bilaspur, HP

<b>2 (vi)</b>	Standard CPWD Contract	:	Form GCC 2023, Maintenance work, CPWD Form 7/8 modified and amended up-to last date of online submission of bids.
<b>Clause-1 :-</b>			
(i)	Time allowed for submission of performance guarantee, Program Chart (Time and progress) and applicable Labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of letter of acceptance.		07 days
(ii)	Maximum allowable extension with late fee @ <b>0.1 % per day</b> of performance guarantee amount beyond the period as provided in (i) above.		4 days (8 <sup>th</sup> day to 11 <sup>th</sup> day)
<b>Clause-2:-</b>	Authority for fixing compensation under clause-2.		Superintending Engineer-Civil, AIIMS Bilaspur, HP or his successor.
<b>Clause-2 A</b>	<b>Whether clause-2A shall be applicable. Not Applicable</b>		<b>Not Applicable</b>
<b>Clause-5:-</b>			
(i)	Number of days from the date of issue of letter of acceptance for reckoning date of start	:	11 <sup>th</sup> days
ii)	Mile Stone.	:	<b>Table of Milestones as given in NIT</b>
(iii)	Time allowed for execution of work	:	<b>12 Months</b>
<b>Authority to decide</b>			
(i)	Extension of time for completion of work.	:	Superintending Engineer, Civil AIIMS Bilaspur, HP.

(ii)	Re-scheduling of Mile stone	:	Superintending Engineer, Civil AIIMS Bilaspur, HP.
(iii)	Shifting of date of start in case of delay in handing over of site.	:	Executive Engineer, Civil AIIMS Bilaspur, HP.
Clause-6:-	Computerized Measurement Book/ Electronic Measurement Book (CMB/EMB)		Physical Measurement Book shall be applicable
Clause-7:-	Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.		<b>₹ 3334238/- or mutually agreed by both parties</b>
Clause-7A:-	<b>No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable, are submitted by the contractor to the Engineer-in-charge. Whether Clause 7A shall be applicable. (Whether clause 7A shall be applicable).</b>		NA
Clause-10A:-	List of testing equipment to be provided by the contractor at site lab.		<b>Insulation Tester/LT Meggar Earth Tester Crimping Tool</b>
Clause-10-B (ii).	Whether clause 10-B (ii) shall be applicable		No
Clause-10C:-	Component of labour expressed as percent of total value of work.		<b>As per nature and requirement of work.</b>
Clause-10CA:-	Whether clause 10CA shall be applicable		Not Applicable
Clause 10CC:-	Clause 10CC to be applicable in contracts with stipulated period of completion <b>exceeding 12 months</b>		Not Applicable
Clause-11:-	<b>(i) Specifications to be followed for Execution of</b>		<b>C.P.W.D. HVAC Specifications 2024 with up-to-date</b>

	<b>work</b>	<b>correction slips (Here in after called CPWD specification) and as per HVAC manufacturer specification i/c special conditions &amp; particular specifications attached in NIT.</b>
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Schedule of component of other materials, Labour POL etc. for price escalation: -	} Not Applicable
Component of civil (Except materials covered under clause 10CA construction materials expressed as percent of total value of work.)	
Component of labour expressed as percent of total value of work.	
Component of P.O.L expressed as percent of total value of civil work.	

**Note: Xm ... % should be equal to (100) - (materials covered under clause 10 CA i.e. Cement, Steel and other material specified in clause 10 CA + Component of Labour + Component of P.O.L.)**

**Clause-12: - Applicable as per DG/CON/Maintenance 2023/03 dated 18/12/2023 for maintenance/repair work & as per modification issued by Authority of D.G. CPWD vide O.M. No. DG/CON/Construction 2023/03 dated 06/12/2023 for construction work**

**Type of work : Maintenance work**

**12.3** Deviation limit beyond which clause 12.3 shall apply for building work: **(All the deviated quantities shall be paid at agreement rates) Applicable as per OM No. (DG/ CON/ Maintenance 2023/03 dated 18/12/2023)**

**Clause-16: -** Competent Authority for Deciding reduced rates. **Superintending Engineer, Civil AIIMS Bilaspur, HP or Successor**

**Clause-18: -** List of mandatory machinery Tools & Plants to be **AS PER LIST ATTACHED IN NIT**

deployed by the Contractor at site

**Clause 19 C:** Authority to decide penalty for each default: Executive Engineer-C  
AIIMS Bilaspur, HP

**Clause 19 D:** Authority to decide penalty for each default: Executive Engineer-C  
AIIMS Bilaspur, HP

**Clause 19 G:** Authority to decide penalty for each default: Executive Engineer-C  
AIIMS Bilaspur, HP

**Clause 19 K:** Authority to decide penalty for each default: Executive Engineer-C  
AIIMS Bilaspur, HP

**Clause 25: Constitution of Dispute Redressal Committee:**

i)	Chairman	
ii)	Member-1 Member-2	
iii)	Place of Arbitration	Bilaspur, HP

To be constituted by the Executive Director, AIIMS Bilaspur at the time of arisen of disputes if any.

**Clause-32 : Requirement of Technical Representative (s) and Recovery Rate**

Sr. No	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical Representative	Minimum Experience	Number	Rate at which recovery shall be made from contractor in the event of non-deployment.	
						Figures	Words
1.	Graduate Engineer or diploma Engineer	Mechanica I/ Electrical	Principal Technical representative	02 Years for Graduate Engineer/ 05 Years for Diploma engineer	1	₹ 15,000/-	₹ Fifteen thousand only

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**Clause 38: -**

i) Schedule / Statement for determining theoretical quantity of cement & bitumen

**As per Delhi Schedule of Rates 2025 with amendments/correction slips up to last of submission of bids.**

ii) Variation permissible on theoretical quantities.

A) All other materials

**-----NIL-----**

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**TABLE OF MILE STONE (S)**

**Name of work: Comprehensive Maintenance Contract of HVAC-High Side  
at AIIMS Bilaspur (HP)**

<b>Sl. No. of Mile Stone</b>	<b>Description of Milestone</b>	<b>Time Allowed (From date of start)</b>	<b>Amount to be withheld in case of non-achievement of mile stone</b>
1.	Work done of value 1/4 <sup>th</sup> of tendered amount	1/4 <sup>th</sup> of the time period of completion	1.25 % of accepted tendered amount
2.	Work done of value 1/2 <sup>th</sup> of tendered amount	1/2 <sup>th</sup> of the time period of completion	1.25 % of accepted tendered amount
3.	Work done of value 3/4 <sup>th</sup> of tendered amount	3/4 <sup>th</sup> of the time period of completion	1.25 % of accepted tendered amount
4.	Completion of work	Time Period of Completion	1.25 % of accepted tendered amount

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## Annexure-I

### **ON NON-JUDICIAL STAMP PAPER OF MINIMUM Rs. 100**

**(Guarantee offered by Bank in connection with the execution of contracts)**

#### **FORM OF BANK GUARANTEE**

**(For Earnest Money Deposit/Performance Guarantee/Security Deposit/Mobilization Advance)**

**1. Whereas the Executive Engineer.....(name of division)..... AIIMS Bilaspur ,HP on behalf of the the Executive Director , AIIMS Bilaspur , HP (hereinafter called "The Institute") has invited bids under.....(NIT number)..... dated ..... For ..... (name of work) ..... The Institute has further agreed to accept **irrevocable Bank Guarantee for Rs .....(Rupees .....only) valid up to ..... (date)\* ..... as Earnest Money Deposit from ..... (name and address of contractor) ..... (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.****

**OR\*\***

Whereas the Executive Engineer .....(name of division) ....., AIIMS Bilaspur, HP on behalf of the the Executive Director, AIIMS Bilaspur, HP (hereinafter called "The Institute") has entered into an agreement bearing number ..... with ..... (name and address of the contractor) ..... (hereinafter called "the Contractor") for execution of work..... (name of work)..... The Institute has further agreed to accept an irrevocable Bank Guarantee for Rs. .... (Rupees. ....only) valid **up to** ..... (date) ..... as **Performance Guarantee/Security Deposit/Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

**2. We, ..... (indicate the name of the bank) .....(herein after referred to as "the Bank") hereby undertake to pay to the Institute an amount not exceeding Rs .....( Rupees ..... only) on demand by the Institute within 10 days of the demand.**

**3. We, ..... (indicate the name of the bank) ..... do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from Institute stating that the amount claimed**

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is required to meet the recoveries due or likely to be the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees ..... only).

4. We, ..... .. (indicate the name of the bank) ....., further undertake to pay the Institute any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We, ..... .. (indicate the name of the bank) ....., further agree that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said contractor and to forbear or enforce any of the terms and condition related to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We, ..... .. (indicate the name of the bank) ....., further agree that the Institute as its option shall be entitled to enforce this **guarantee** against the bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the Institute may have in relation in the contractor's liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank of the Contractor.
8. We,..... (indicate the name of the Bank)..... Undertake not to revoke this **guarantee** expect with the consent of the Institute in writing.
9. The Bank Guarantee shall be valid **up to** ..... unless extended on demand by the Institute Notwithstanding anything mentioned above, our liabilities against the **guarantee** is restricted to Rs..... (Rupees..... Only) and

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unless a claim in writing is lodged with us within the date of expiry of extended date of expiry of this **guarantee**, all our liabilities under this **guarantee** shall stand discharged.

Date .....

Witnesses:

1. Signature .....  
Name and address

Authorized Signatory  
Name  
Designation  
Staff Code No.  
Bank Seal

2. Signature .....  
Name and address

\*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

\*\*In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/ security deposit/ mobilization advance, as the case may be.

**AFFIDAVIT**

***I / We have submitted a bank guarantee for the work***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name of work)

Agreement No. \_\_\_\_\_ Dated \_\_\_\_\_ from

\_\_\_\_\_ (Name of the Bank with full address)

to the Executive Engineer \_\_\_\_\_ with

a view

(Name of the Division)

***to seek exemption from payment of performance guarantee in cash. This***

***Bank guarantee expires on***

\_\_\_\_\_. ***I / We***

***undertake to keep the validity of the bank guarantee intact by getting it***

***extended from time to time at my / our own initiative up to a period of***

\_\_\_\_\_ ***months after the recorded date of***

***completion of the work or as directed by the Engineer in charge.***

I / We also indemnify the Institute against any losses arising out of non-encasement of the bank guarantee if any.

(Deponent)

Signature of Contractor

Note : The affidavit is to be given by the Executants before a first-class Magistrate.

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**INTEGRITY PACT**

To,

.....,  
.....,  
.....

Sub: NIT No. SE-C/AIIMS/BLS/2025-26/AMC/MEP/05

Name of Work: Comprehensive Maintenance Contract of HVAC-High Side at AIIMS Bilaspur (HP).

Dear Sir,

It is hereby declared that AIIMS Bilaspur (H.P.) 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 Bidder will sign the integrity Agreement, which is an integral part of tender /bid documents, failing which the tenderer /bidder will stand disqualified from the tendering process and the bid of the bidder 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 Bilaspur (H.P.).

Yours faithfully

Superintending Engineer  
AIIMS Bilaspur (H.P.)

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## **INTEGRITY PACT**

To,

Superintending Engineer  
AIIMS Bilaspur (H.P.)

Sub: Submission of Tender for the Work: **Comprehensive Maintenance Contract of HVAC-High Side at AIIMS Bilaspur (HP).**

Dear Sir,

I/We acknowledge that AIIMS Bilaspur (H.P.) 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 Bilaspur (H.P.). I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article1of 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 Bilaspur (H.P.) shall have unqualified, absolute and unfettered right to disqualify the tenderer/ bidder and reject the tender/ bid in accordance with terms and conditions of the tender /bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Institute.

### INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this.....day of...2025

#### BETWEEN

Executive Director, AIIMS Bilaspur (H.P.) represented through  
Superintending Engineer, AIIMS Bilaspur (H.P.)  
..... (Hereinafter referred as the (Address of  
Division)

„Principal/Owner“, which expression shall unless repugnant to the meaning or context thereof include its success or sand permitted assigns)

#### AND

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

through.....(Herei  
nafter referred to as the (Details of duly authorized signatory)  
“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/ Owner has floated the Tender (NIT No ...../SE-C/AIIMS/BLS/2025-26) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for

(Name of work)

(Operation and Comprehensive Maintenance of ETP (80 KLD) & STPs (550 & 300 KLD) installed at AIIMS Bilaspur (H.P.)

Hereinafter referred to as the “Contract”.

ANDWHEREAS the Principal/ Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Contractor(s).

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ANDWHEREAS 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 here by agree as follows and this Pact witnesses as under:

#### Article1: 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 Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender processor the Contract execution.
  - (c) The Principal/Owner shall endeavor 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,1997 (PC Act) or is in violation of the principles here in 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.

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## Article2: Commitment of the Bidder(s)/ Contractor(s)

- 1) It is required that each Bidder/ Contractor (including their respective officers, employees and agents) adhere to the high esthetical 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 Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/ Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitive or to cartelize in the bidding process. Competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/ representatives, if any. Either the Indian

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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.

- e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a 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 Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person,his/ her reputation or property to influence their participation in the tendering process).

### Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/ Owner after giving 14 day's notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s)

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from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may 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 Bidder(s) from the Tender process prior to the award of the Contractor terminated/ determined the Contractor has accrued the right to terminate/ determine the Contract according to Article3(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 Bidder/ Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 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 Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 
- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
  - 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
  - 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly Signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### Article 6-Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor - after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, 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, CPWD.

#### Article 7-Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and Jurisdiction is the Headquarters 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.

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- 4) Should one or several provisions of this Pact turnout to be in valid;the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
  - 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof 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/Contact 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)

Superintending Engineer,  
AIIMS Bilaspur (H.P.)

(For and on behalf of Bidder/ Contractor)

WITNESSES:

1.  
(signature, name and address)

2.  
(signature, name and address)

Place:

Dated:

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## **Items To Be Executed Through Specialized Agencies**

The bidder must associate with himself, specialized agencies so the appropriate eligibility to components of specialized nature of items/ work of major component listed below individually. Such works shall be got executed only through associated agencies specialized in these fields. The bidder whose tender is accepted shall indicate the name(s) of his associated specialized agencies those fulfilling the eligibility criteria laid down below as early as possible and within ten days of letter to commence work, for the approval of the Engineer-in-Charge whose decision shall be final and binding. If the bidder himself fulfils the eligibility criteria laid down for associated specialized agencies, then the bidder shall not require to associate with himself the associated specialized agency.

<b>Sr. No.</b>	<b>Specialized Work(s)/item of work(s)</b>	<b>Criteria / Acceptable names of associated agencies</b>
1.	BMS System	The main Agency should have to associate the comprehensive maintenance (Chiller & VFD) part of BMS System directly to the OEM (M/s Honeywell) or its Service Agent

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**MEMORANDUM OF UNDERSTANDING [M.O.U]**

**BETWEEN MAIN CONTRACTOR AND ASSOCIATE SPECIALIZED CONTRACTOR**

- 1) M/S [Name of the firm with full address]  
Enlistment Status  
Valid Upto:  
[Henceforth called the main contractor]

And

- 2) M/S [Name of the firm with full address]  
Enlistment Status  
Valid Upto:  
[Henceforth, called Associated Electrical Contractor]

FOR THE EXECUTION OF SPECIALIZED ELECTRICAL WORK:

**Comprehensive Maintenance Contract of HVAC-High Side at AIIMS Bilaspur (HP).**

We state that M.O.U between us will be treated as an agreement and has legality as per Indian Contract Act [amended upto date] and the department **[AIIMS Bilaspur HP]** can enforce all the terms and conditions of the agreement for execution of the above work. Both of us shall be responsible for the execution of work as per the agreement to the extent this MOU allows. Both the parties shall be paid consequent to the execution as per agreement to the extent this MOU permits. In case of any dispute, either of us will go for mediation/arbitration by the **Superintending Engineer-Civil, AIIMS Bilaspur, HP.** Any of us may appeal against the mediation/arbitration to the **Superintending Engineer-Civil, AIIMS Bilaspur, HP.** His decision shall be final and binding on both of us.

We have agreed as under:

1. The electrical contractor will execute all electrical works in the wholesome manner as per terms and conditions of the agreement. Payment of the associated contractor shall be governed vide Para 19.1.11 & 19.1.12 of CPWD-6 & Clause-7 of GCC-2020.
2. The electrical contractor shall be liable for disciplinary action if he failed to discharge the action[s] and other legal action as per agreement besides forfeiture of the security deposit.
3. All the machinery and equipment's, tools and tackles required for execution of the electrical works, as per agreement, shall be the responsibility of the electrical contractor.

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4. The site staff required for the electrical work shall be arranged by the electrical contractor as per terms and conditions of the agreement.
  5. Site order book maintained for the said work shall be signed by the main contractor as well as by the Engineer of the Associated Contractor or by Associated Contractor himself.
  6. All the correspondence regarding execution of the electrical work shall be done by the Department with the Main Contractor with a copy to the associated contractor. In case of non-compliance of the provisions of agreement, the main contractor, as well as the associated contractor shall be responsible. The action under clauses 2 and 3 shall be initiated and taken against the main contractor.

**[SIGNATURE OF MAIN CONTRACTOR]  
[STAMP WITH ADDRESS]**

**SIGNATURE OF ASSOCIATED  
ELECTRICAL CONTRACTOR  
[STAMP WITH ADDRESS]**

**Date:  
Place:**

**Date:  
Place:**

**COUNTERSIGNED**

**Superintending Engineer-Civil  
AIIMS Bilaspur, HP**

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**WILLINGNESS CERTIFICATE**

**NAME OF WORK:** Comprehensive Maintenance Contract of HVAC-High Side at AIIMS Bilaspur (HP).

I hereby give my willingness to work as electrical contractor for the specialized work of "\_\_\_\_\_ " in the above-mentioned work. I will execute the work as per specifications and conditions for the agreement and as per direction of the Engineer-in-Charge. Also, I will engage full time technically qualified supervisor/engineer for the works. I will attend inspections of officers of the department as and when required.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

[Signature of the Associate Electrical Contractor]

[Stamp with Address]

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## **SAFETY MEASURES AT SITE**

- (A) In order to ensure safe work, following shall be adhered for strict compliance at site: -
- (i) The work site shall be properly barricaded.
  - (ii) All field officials and the workers must be provided with safety Helmets, safety shoes and safety belts.
  - (iii) Proper MS pipe scaffoldings with work-platforms and easy-access ladders shall be provided at site to avoid accidents for Working height greater than 3 metre.
  - (iv) Necessary First-Aid Kit shall be available at the site.
- (B) The contractor has to take care of all safety measures required during Execution of work for protection of his own labour. In case of any accident happens in the campus during execution, due to lack of safety measures or any other reason whatsoever, the agency is fully responsible and all the expenses on this account shall be paid by the contractor and AIIMS will not be responsible at all.

## Inventory List

INVENTORY LIST AIMS BILASPUR HP								
CHILLERS-05 NOS.-800 TR EACH								
Sr. No.	Description	Qty	UOM	Make	Model Code	Serial No.	Refrigerant	Location
1	Centrifugal Liquid Chiller	1	No.	Carrier	19XR6164C69VGJ52	200802826	R134A	Chiller Plant Room, Hospital Block D
2	Centrifugal Liquid Chiller	1	No.			200802859	R134A	
3	Centrifugal Liquid Chiller	1	No.			200802839	R134A	
4	Centrifugal Liquid Chiller	1	No.			200802860	R134A	
5	Centrifugal Liquid Chiller	1	No.			200802838	R134A	
VFD's								
Sr. No.	Description	Qty	UOM	Make	Model Code & Model No.	Serial No.	Capacity	Location
1	VFD Panel-IP54 560 KW with <b>Active Filters</b>	1	No.	Danfoss	Model Code:135U3216 Model No. FC-102N560T4E20H2	000802H310	560KW/750 HP	Chiller Plant Room, Hospital Block D
2	VFD Panel-IP54 560 KW with <b>Active Filters</b>	1	No.			001002H310		
3	VFD Panel-IP54 560 KW with <b>Active Filters</b>	1	No.			000702H310		
4	VFD Panel-IP54 560 KW with <b>Active Filters</b>	1	No.			000902H310		
5	VFD Panel-IP54 560 KW with <b>Active Filters</b>	1	No.			001102H310		
6	Active Filter	1	No.	Danfoss	Model Code:134F6219  Model No.: AAF006A400T4E54HX	000608H290	-	Chiller Plant Room, Hospital Block D
7	Active Filter	1	No.			000408H290		
8	Active Filter	1	No.			000708H290		
9	Active Filter	1	No.			001707H507		
10	Active Filter	1	No.			00050508H290		
11	ACB	5	Nos.	-	ABB1250 A	-	560 KW	Chiller Plant Room, Hospital Block D

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## **SCOPE OF WORK FOR COMPREHENSIVE ANNUAL MAINTENANCE**

This tender is for Comprehensive maintenance of 800 TR x 05 Nos capacity centrifugal type chiller machine microprocessor control Carrier make including respective Danfoss 05 Nos. VFD's with Active filters  
Checking / replacement of starters, contactors, repair of VFDs or any other type of electrical spares

### QUARTERLY INSPECTION (Preventive Maintenance) 04 TIMES IN A YEAR:

- 1.To visit & check the operating parameters of the chillers.
- 2.To review the previous months operating log records and alarm history.
- 3.To inspect the unit for any unusual vibration, noise etc.
4. To carry out the cleaning of the condenser to a maximum of once in a year, if required.
5. To check for a sign of refrigerant leakage and add refrigerant if low. Record amounts and address leakage problems.
6. To check the operation of the expansion valves, once a year.
7. To check the proper functioning of safety control/microprocessor and take control test.
8. To check / calibrate the flow switch for proper functioning.
9. To check the antifreeze and carrying out the setting of the same.
- 10.To check the LP / HP cut out switches and to replace the same, if found defective
11. All breakdowns including the compressor failure, if any, shall be attended.
12. To clean the electrical panel of the chiller every quarter with air blower.
13. Preventive Maintenance and Servicing of Chillers and VFDs.
- 14.Clean evaporator and condenser tubes, when pressure drop across the barrel (tube bundle) if exceeds manufacturer' s recommendations.
15. Check all alignments, seals, and lubrication (where necessary) of Compressor motor and assembly

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16. Perform analysis on oil and filter, change if necessary. Check the oil pump discharge pressure and seals. Check the oil heater operation. Also, inspect oil quality and submit a report.
  17. Checking / cleaning / replacement of all parts / components found defective pertaining to chillers and respective VFD's.
  18. If the quarterly Preventive maintenance report of satisfactory working of the system quarterly not submitted then ₹5000/- per pending week shall be deducted during the contractor bill.
  19. Checking and repairing of chillers and associated controls.
  20. Check  $\Delta T$  (DELTA T) for condenser fouling and evaporator fouling.
  21. Check oil return system/suction & discharge pressure.
  22. Inspection of starter.
  23. Clean all sensors.
  24. General cleaning of water chilling machine and respective panels with blower if any
  25. Measure oil filter pressure drop.
  26. Measure and log the sub cooling and superheat.
  27. Checking of looseness of nut bolts, electrical connections and tightening of the same.
  28. To check the system operating pressures and temperatures
  30. Tightening the entire electrical contractor terminals.
  31. To check the compressor motor starter and associated interlocks etc.
  32. Test secureness of mounting points and tighten all major points.
  33. Measuring operating voltage and ampere and record readings.
  34. Check leakage in compressor.
  35. Check high pressure safety switch.
  36. Verify the refrigerant charging.
  37. Inspect moisture indicator for evidence of moisture.
  38. Check operation of solenoid valve, refrigerant control

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39. Check condenser fan motors and related bearings and repair/Replace if any.
  40. All the faulty parts replacement is in the scope of agency.
  41. Half yearly detailed parameters monitoring of chiller systems for diagnostics, analysis of chiller health and submit the report to customer.
  42. To check the operation of VFDS of Chiller and service VFD's.
  43. Periodical software up-gradation in chillers.
  44. Lubricate all the valves and bearings of Motor and Pumps
  45. Check Evaporator function and repair if required.
  46. Check Insulation of chiller, HVAC Pipeline inside plant /outside & rectify/Replace if required.
  47. If chiller is not performing efficiently then rectification/replacement work regarding any required equipments will be in the scope of agency.

ANNUAL Works To be Carried Out:

1. To provide and replace internal oil filters, if required during the contract period.
2. To provide and replace refrigerant driers, if required during the contract period.
3. Descaling of condenser and evaporator with copper friendly chemical min once and further as per the requirement.
4. To inspect the oil quality (by colour and operating parameters) and replacing the same, if required, subject to maximum once during the contract period.
5. To clean all the contactors during the annual / quarterly visit.
6. Low and High pressure cut off setting.
7. Low pressure switch setting.
8. Vane closing switches.
9. Temperature control stats.
10. System freeze stats.
11. Repairing of the leakages of Heat Exchangers as and when required.

Other Conditions:

1. Rewinding of the compressor motor, if required.

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2. To attend to the complaints as and when called for, penalty
  3. To operate the machines for 08 hours (Maximum) and adjust the controls for the optimum operation.
  4. To provide any spare pertaining to all Chillers & all VFD's including Active Filters.
  5. Repairing of leakages except pertaining to heat exchangers.
  6. All breakdowns pertaining to chiller and VFD to be attended round the clock and year round and submit its detailed report.
  7. Maintenance of History Cards/Tags of Chillers including respective VFD's for recording service carried, parts replaced etc if any.
  8. Sharing of one email id and phone no to register any fault/complaint regarding high side equipment i.e. chillers & VFD.
  9. Detailed parameters monitoring of chiller systems for diagnostics, analysis of chiller health and submit the report to Engineer-In -Charge on half yearly basis.
  10. Submit the chiller - Chilled water and condenser approach reports (i.e. chillers efficiency reports generated by OEM) annually.
  11. Submit fitness certificate of all high side equipment annually.
  12. **Inspection and maintenance** schedule shall be carried out as per OEM's operation & maintenance recommendations for all the items mentioned in the inventory list and as directed by Engineer In charge.
  13. Chillers & respective VFD's will be handed over in running condition at the time of start of the contract and the same will be taken over in perfect running condition by the department after the Completion of the contract.
  14. Bill payment will be made on quarterly basis.
  15. Replacement of equipment's/components is to be done with the same make as installed.
  16. To clean all the containers (Oil pump and Oil Heater) during annual visit
  17. Service Provider shall carry out the total maintenance work for chiller units in all respect for healthy operation of the units.

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18. Repair and replacement of VFDs if required.
  19. Replenish refrigerant as and when required basis.
  20. Contractors are advised to visit the site for understanding the detailed scope of work before submitting their tenders. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the works.
  21. Any breakdown will be required to be rectified within 24 hours after written communication from the Engineer-In-Charge, failing which penalty of ₹ 500 per day will be imposed on the contractor.
  22. Descaling is included in the scope as per the requirement at no extra cost.
  23. Half yearly detailed parameters monitoring of chiller systems for diagnostics, analysis of chiller health and submit the report to customer.
  24. To check the operation of VFDS of Chiller and Pump systems and if service/spares required, it is to be done by the vendor.
  25. Compressor oil and oil filters for all the chiller are to change as based on the Lab report testing report like viscosity/ toxicity/ flammability which are the properties of compressor oil and as per the direction of engineer in charge.
  26. Repair and replacement of Motor, VFD, motherboard /microprocessor/ IGBT any type of controller, Display board etc. of Chiller as and when required.
  27. Empty cylinder and N-2 Gas will be required while servicing the chiller, it will be in vendor's scope.
  28. Check the functioning of Pressure and Temperature gauges and perform the calibration of these devices once a year and submit the report.
  29. Insulation of all 5 Nos. of chiller must be carried out properly with 50 mm thick if insulation will be required or damage.
  30. If there is lack age in tube Perform eddy current testing & inspect the tubes of chillers (Evaporator and Condenser) and same replaced.
  31. Oil/Refrigerant gas, filters for chiller, pump, motor, etc. to be provided as and when required for proper functioning of HVAC system.
  32. Servicing of VFDs of Chillers including VFD cleaning, any parts replacement will be under the scope of Vendor.

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### **33. DEDUCTION ON DEFAULT:**

Availability factor of HVAC system as per norms on demand, maintaining the rated capacity, up keeping of proper cleanliness/housekeeping, carrying out proper maintenance, attending breakdown in time (rectification of faults) and following the safety aspects, statutory norms and regulations are the essence of this contract. Therefore, the Contractor shall meet the performance parameters / norms / obligations pursuant to the contract. Failure on the part of the Contractor to comply with the requirements shall attract a deduction on account of underperformance as mentioned below:

- Minor Breakdown: On getting the minor breakdown complain or failure of the HVAC system, Contractor's maintenance team must respond within 3 Hours and carry out necessary repairs to restore the system in normal condition, falling which penalty of ₹1,000 per day up to 10% of the CMC contract value will be recovered from the contractor.
- Major Breakdown: On getting the major breakdown complaint or failure of the HVAC system, Contractor's maintenance team must respond within 3 Hours and inform the concern AE/JE immediately regarding the complaint. After joint inspection with concern AE/JE, the complaint must be sorted out within 72 Hours or timeline given by EIC according the nature of complaint, the necessary repairs must be carried out to restore the system in normal condition, falling which penalty of ₹3,000 per day up to 10% of the CMC contract value will be recovered from the contractor. For any major repair or overhauling work, the contractor shall inform in advance to the Executive Engineer before 72 hours of starting the work.

34. Coordinate with the operation team manager/engineer and submit its report monthly for the operation of Chillers and to maintain combined report for the performance otherwise a penalty of ₹ 1000 per day will be levied on the firm.

### **35. Breakdown Maintenance Job**

The service agency has to provide unlimited service visit for any breakdown. The agency has to respond within half an hour for any breakdown call and attend the site within 24 hours nothing extra shall be paid for the same. If agency fails to attend the breakdown within 24 hours, then penalty will be levied for ₹ 500 per day.

**FORM OF SOLVENCY CERTIFICATE FROM THE NATIONALISED/ SCHEDULED BANK**

This is certified that to the best of our knowledge and information Shri/Smt.....having address....., a customer of our bank are/is respectable and can be considered solvent upto Rs..... (Rupees .....)/financially sound for any engagement upto Rs..... (Rupees .....). This certificate is issued without any guarantee or responsibility on the bank or any of the officer(s).

(Signature)

**Name, Designation and Personal  
Code No of Signatory& Seal of bank  
Complete Postal Address,  
Telephone No, e-mail ID of Branch**

**FORM OF WORKING CAPITAL CERTIFICATE FROM NATIONALIZED/ SCHEDULED BANK**

This is certified that Shri/Smt.....having address.....has /have been maintaining a Saving Bank Account /Current Account/ Fixed Deposit Account with this Branch of bank since.....and the firm is having working capital of approximately Rs ..... and/ or the firm is enjoying overdraft/credit facilities upto limit of Rs ..... This certificate is issued without any guarantee or responsibility on the bank of any or the officer(s).

(Signature)

**Name, Designation and Personal  
Code No of signatory& seal of bank**

**Note:** In case of partnership firm, certificate shall include names of all partners as recorded with the bank.

**Calculation of bidding capacity**  
**Details of Existing Commitments and ongoing works.**

S. No.	Name of work/ project and location	Owner or sponsoring organization	Contract value	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of work	Remaining work in percentage (100- column 7)	Existing commitment Column 4 x Column 8 /100	Name and address/ telephone number of officers to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

**Total (B) =**

**Maximum turnover in last seven years = Rs.....**

**Updated value of turnover (A) = Rs.....**

**No. of years (N) = .....**

**Bidding Capacity= {[AxNx1.5]-B} =**

**Certificate:**

**I certify that all the awarded and ongoing works have been included in the above list.**

**Duly Certified by**  
**Chartered Accountant**

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## **SCHEDULE OF QUANTITY**

<b>Comprehensive Maintenance Contract of HVAC-High Side at AIIMS Bilaspur (HP)</b>		
1.	<b>HEADER "A"</b> -Total Amount to be quoted for Comprehensive Maintenance of HVAC-High Side (Chillers 5*800 TR & Respective 05 Nos. Danfoss VFD's with Active Filters) <b>as provided in the specifications, scope of work and complete as required</b> including applicable GST and contractor's service charges/overhead profits etc. complete in all respects	13336950
2.	<b>Amount to be quoted above/below against amount under Header "A"</b>	