



आरोग्यम् सुख सम्पदा

ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR

OFFICE OF
THE EXECUTIVE ENGINEER
PROJECT CELL AIIMS, RAIPUR

NOTICE INVITING TENDER

N.I.T. NO. **38 /EE/AIIMS/RPR/2018-19**

Date: **28/11/2018**

NAME OF WORK: -“Comprehensive Annual Maintenance Contract of 25LPH Ion Exchange RO water purifier and USHA 150L Usha Water Cooler installed at AIIMS Raipur & AIIMS Residential Complex , Kabir Nagar, Raipur” .

ESTIMATED COST

PUT TO TENDER: **Rs. 26,02, 500/-**

EARNEST MONEY: **Rs. 52,050/-**

TIME ALLOWED: **12 Months (one year)**

Issued to & Submitted by:

Mobile No / E-mail id:

Address:

Junior Engineer (AC & R)

Consultant (Electrical)

Approved by

Executive Engineer (Civil)

AIIMS RAIPUR
PRESS NOTICE

The Executive Engineer, Project Cell AIIMS, Raipur invites on behalf of AIIMS, Raipur offline Item rate tenders from reputed specialized agency for the following work at office of Executive Engineer (Civil) 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 bidder.
1	2	3	4	5	6	7	8	9
1	38/EE/AIIMS/RPR/2018-19	Comprehensive Annual Maintenance Contract of 25LPH Ion Exchange RO water purifier and 150L USHA Water Cooler installed at AIIMS Raipur & AIIMS Residential Complex ,Kabir Nagar ,AIIMS, Raipur.	₹ 26,02,500/-	₹ 52050 /-	12 Month (One Year)	Upto 3:00 PM on 06-12-2018	03:30 PM on 06-12-2018	By e-Mail Only

The tender forms and other details will be issued from the office of The Executive Engineer, Project Cell AIIMS, Raipur during the hours of 10AM to 5PM every day except on Sunday & public holiday, on submission of the following :-

- i) Rs.500/- in form of treasury Challan / Banker's cheque Deposit at Call Receipt of a Scheduled Bank / Fixed Deposit receipt of a Scheduled Bank / Demand Draft of a Scheduled Bank issued in favour of "AIIMS Raipur" as cost of tender (non refundable) shall be submitted by the contractor after the issue of tender document after verification by office of Executive Engineer (Civil).

- ✓ 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 bidder 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.

CRITICAL DATE SHEET

Uploading on Website	28/11/2018
Bid Document Sale Start Date	29/11/2018
Last Date for Purchase Tender Form	05/12/2018
Bid Submission Last Date	06/12/2018 at 03:00 PM
Bid Opening Date	06/12/2018 at 03:30 PM towards

Criteria of eligibility for issue of tender documents

1. Condition for bidders.

(i) The Applicant should have Experience of having 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 works of Annual Maintenance Contract /Comprehensive Annual Maintenance Contract of Ion Exchange 25LPH water purifier RO system & USHA 150L of Water Cooler System .

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. Documents to be submitted by all bidders in self attested copies and to be presented in original for verification.

- (i) Copy of PAN Card should be submitted.
- (ii) GST registration certificate should be submitted.
- (iii) Experience Certificate as above.

3. While applying for issue of tender document, please ensure that all eligibility criteria documents shall be submitted in self attested photocopies and shall also be presented in original for verification. Tender document will be issued only to those contractors who fulfil the above criteria within time limit as mentioned in “Press Notice ”

(Er.Manoj Rastogi)
Executive Engineer (Civil)
AIIMS Raipur

Terms & Conditions

1. The rates quoted will be inclusive of all taxes .
2. Payment will be as per CPWD specification .
3. AIIMS Raipur reserves the absolute right to accept or reject any or all the tenders on whole or in part without assigning any reason thereof.
4. Articles/Services should be delivered to AIIMS Raipur without any extra charge.
5. Payment: The amount payable for the AMC in respect of each completed quarter after production of bill quarterly basis duly certified by J.E (AC/R) as per actual measurement .
6. AIIMS Raipur reserves the right to reject any articles/services found defective, damaged and or not of the desired quality and specification. Decision of AIIMS Raipur will be final.
7. Any loss or damage caused to the article during the contract period is to be made good by the service provider free of cost within reasonable time.
8. Security deposit/E.M.D can be forfeited in case of non-completion/part completion/delayed completion of services unless permitted in writing by AIIMS Raipur.
9. No escalation in respect of materials, labour, custom duties, freight etc. will be allowed in any shape .

10. Technical bid should contain papers

regarding Details /Experience of the firm/agency. The above Two bids must be signed sealed by the bidder in separate cover duly super-scribed , Technical bid and Financial bid respectively and all two sealed covers are to be put in a bigger cover which should also be signed sealed and duly super-scribed. A bidder who submits more than one bid shall be disqualified

11. Following work is included in the Annual Comprehensive Maintenance of Water Cooler :-

Spares, replacement /repairs of compressor , gas charging, NRV, electrical parts, servicing, overhauling, greasing, starting Capacitor , overload protector, wiring repairs, motor rewinding and, tapes including handling charges, outdoor fan motor, piping, insulation and spares of all replacement, Fan Motor ,Thermostate , Capillary Filter ,Condenser Brazing, Replacement of Water Cooler Tank ,Replacement of condenser Coil etc. complete in all respects for ensuring the desired levels of cooling.

Note :- Spare parts shall be make of Usha Water Cooler /Same make of parts used in USHA Water Cooler .

12. Water coolers that are not serviceable/Repairable by the agency / beyond economical repair due to obsolescence of technology or non-availability of parts / components / assemblies will be withdrawn from the maintenance contract. The decision of engineer in charge regarding non-availability and obsolescence of technology will be final. Withdrawal of such Watere Cooler shall be communicated to the agency and equivalent maintenance charges shall be deducted from the amount due to the agency. Preventive maintenance service would be carried out by the service provider regularly to keep the equipment running in a trouble free condition during the period of contract. Wash the Tank of all the Water Cooler every month.

Note :- Water tank of that water cannot be repairable should be Replaced with New Water Tank at free of cost .

13. A record of preventive maintenance / Servicing Report carried out would be maintained by Agency and duly certified by J.E (AC/R).

14. All the faults will be attended on site at AIIMS Raipur . In case of a major fault, if the machine is required to be taken to the company workshop, the contractor shall provide a replacement unit till the time the Water Cooler sent for repairs is positioned back.

15. Details of all minor/major, routine/preventive repair/maintenance job undertaken shall be entered into the service sheet.

16. Following work is included in the Comprehensive Annual Maintenance of Ion Exchange 25 LPH RO Water Purifier / Usha Model 150 L Water Cooler :

Besides periodic servicing of the RO Purifier , contract shall include attending the breakdown calls, providing and fixing of any components of the machine (free of cost) viz. starting capacitor, running capacitor, Kem Flow Booster Pump 24-48 V 150 GPD ,Adaptor 24-48 V ,P.P Micron ,Pre carbon Filter , thermostat, 16 AMP.three Pin Top. over load relay, Zero B Ion Exchange Membrane , selector switch, indicator, nuts, bolts , screw motor capacitor, rewinding/repair of motor, repair/replacement of blower motor, Tubing, Solenoid Valve , brazing of coils if leaking, part wiring or complete wiring ,Post Carbon Filter , Diverter Valve ,Elbow ,Membrane Housing , supplying and charging of refrigerant gas, providing and replacement of compressor with new one or manufacturer repaired compressor (no cut weld/locally repaired compressor will be accepted as replacement), repairing of the insulation/pipes of Water Cooler , and replacement of Condenser with new one of full copper or manufacturer repaired condenser (no cut weld/locally repaired condenser will be accepted as replacement), replacement of Evaporator with new one of full copper or manufacturer repaired Evaporator (no cut weld/locally repaired Evaporator will be accepted as replacement), etc. to ensure that function in proper way .

Note :- Spare Parts shall be make of Ion Exchange / Usha Water Cooler .

Time schedule and periodicity of work to be carried out monthly:

Supervision of RO Machine and Water Cooler with J.E.(AC/R) and Prepare Service Report .

Note: - Repairing, etc. is to be done immediately if on inspection any defect is found.

Work to be carried out on Quarterly basis:

Quarterly Preventive Maintenance shall include the following:

- Replacement of Membrane 80 GPD (Ion Exchange)
- Replacement of Pre Carbon Filter (1Micron -5 Micron) / P.P Micron 1-5 micron (Kem flow purite) /Post Carbon Filter ,Healthy 25 LPH (1Micron -5 Micron)
- Ground connections Inspection
- Checking connections at the main plug
- Cleaning of Water Tank .
- Cleaning the evaporator and condenser coils
- Cleaning all equipments of Ro Water purifier .
- Checking and tightening of nuts & bolts
- Kem Flow booster Pump 48 v

Adapter 24-48 v ,Make –decent

Oiling the motor / Checking the Booster Pump

Checking cooling efficiency, Overhauling of the RO system with chemical washing process.

The scope of work shall include all checks and tests as detailed under routine maintenance services ;-

Cleaning Water Tank with suitable detergent / chemical solution and flushing with high-pressure jet of water.

Greasing of motors and all moving parts.

Prevention of rusting of units.

However, the Water Tank of water Coolers shall be cleaned every month of the quarter.

Break Down Service :-

Breakdown calls shall be attended to immediately and a record of such service, shall be maintained. Breakdown service will include replacement of genuine spares / Membrane / Filter/ Compressor and Gas filling etc. at free of cost .

The penalty amount per complaint will be as follow:

- I. Minor Faults viz. replacement of running capacitors, relays etc. not rectified within 24 hour @ Rs 500/- per day.
- II. Major faults viz. repairing / replacement of copper coils, Membrane ,P.P. Filters ,Adapter , motors, gas filling etc. not rectified within 48 hours @ Rs 1000/- per day.
- III. The repairing of compressor, if not done within 72 Hrs. @ Rs. 2000/- per day.

Any delay beyond 03 days in rectifying all minor/major faults at S.No. I, II except repairing of compressor, the equipment will be got repaired from the market and the actual cost of the same shall be recovered from the payable amount of AMC in addition to the penalties as mentioned in I, II.

Any delay beyond 05 days in rectifying the faults at S.No. III (repairing of compressor/ Condenser/Evaporator) the equipment will be got repaired from the market and the actual cost of the same shall be recovered from the payable amount of Annual Comprehensive Maintenance in addition to the penalties as mentioned in III.

- In extreme cases, the action of forfeiture of security money/pending bill of the firm can be resorted at the discretion of the competent

authority in case of failure by the contractor to rectify the complaints within the specified time.

- Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the contractor.
- Any damage resulting to the system on account of the negligence or mall-operation shall be made good by the contractor. Nothing extra will be paid for such work.
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- The contractor shall arrange to render efficient service as outlined in this specification. However, in case the contractor fails to maintain the service to the satisfaction of the Engineer- in – charge of the department and any expenditure incurred therein for alternative arrangements by the Engineering-in charge shall be recovered from the contractor.
- At the time of acceptance of the tender, the contractor shall furnish the details of staff members along with contact details to AIIMS Raipur who will look after maintenance work RO Purifier & Water Cooler .

17. The contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the Engineer–in – Charge. The entire installation should be intact at any time of inspection as was handed over to him at the time of initial taking over of its maintenance and operation. Care shall also be taken not to damage installation by improper handling.

18. The material requires replacement shall be of same quality/manufacturer and specifications. The dismantled material shall be the property of AIIMS Raipur.

19. All break-down calls shall be attended to immediately and on the same day. Breakdown calls that could not be attended to on the same day for exceptional reasons shall be attended to on the next day without fail.

20. Transportation of water Cooler Units with RO System from the office buildings to the service provider's workshop, from one building to another and from the service provider's workshop to the office buildings, will be at Free of cost .

21. Cancellation of Contract

In cases of poor workmanship and non-compliance of tender/agreement or services provided by the contractor are not found to be satisfactory, the contract shall be terminated by the department by giving 10 days' notice even before the expiry of contract period and shall be forfeited the security deposit without assigning any reason what so ever.

BID DOCUMENT

Instructions to the bidders

1.1 The Executive Engineer, Project Cell AIIMS, Raipur invites on behalf of AIIMS, Raipur offline Item rate tenders from reputed specialized agency for the following work at office of Executive Engineer (Civil) Project Cell, AIIMS Raipur for “ **Comprehensive Annual Maintenance Contract of 25LPH Ion Exchange RO Water Purifier and 150L USHA Water Cooler installed at AIIMS Raipur & AIIMS Residential Complex AIIMS, Raipur**”.

1.2 The bidders should quote their rates in items clear without ambiguity.

1.3 The rates should be quoted both in figures and words and legibly written without any over-writings. In case of any correction, the same must be attested by the bidder with full signature. However, no over-writing is permissible.

1.4 In case of any discrepancy between the rates in figures and that in words, the rate in words will be accepted as correct.

1.5 The last date for receipt of the bid is marked as above. In case the above date is declared a holiday for AIIMS Raipur , then the bids will be received up to the given time on the next working day.

1.6 Bids received after the deadline of receipt indicated above, shall not be taken in to consideration.

1.7 The cover containing the bid must be signed sealed and super-scribed for **Comprehensive Annual Maintenance Contract of 25LPH Ion Exchange RO Water Purifier and 150L USHA Water Cooler System installed at AIIMS Raipur & Residential Complex AIIMS, Raipur** at AIIMS Raipur vide Tender No. **38 /EE/AIIMS/RPR/2018-19** **Date -28/11/2018**

1.8 The bids shall be opened at Executive Engineer(Civil) Office , Gate no.01 ,Project Cell AIIMS Raipur on the date and time given above .

- 1.9 The bidder has to sign in full at all pages of the bidding document.
- 1.10 Comprehensive Annual Maintenance Contract will start “ **Where is As is** “ Basis so firm /Agency requested to visit AIIMS Raipur before quote their Rate.

2. Conditions of the bid

- 2.1 The rates quoted should preferably be net, inclusive of all taxes and duties.
- 2.2 The Annual Maintenance Contract shall be Comprehensive in nature and shall, therefore, include essential servicing and repairs/fixing/replacement of all the electrical/electronic, **and/or mechanical components and parts of the Water Cooler and RO System** . Therefore quoting firm shall bear cost of all spare parts of related items etc. during the period of contract at the exclusive risk, responsibility, and the cost of the contractor. The term ‘maintenance’ shall also include rectification of all hardware and software problems/defects and also include cost of all parts/repairs/replacements necessary for the proper maintenance/functioning of the aforesaid systems. No extra charges for any general wear and tear/spare parts, etc. shall be liable to be made by the Institute.
- 2.3 Tender should quote rate as per **Schedule of Quantity** and partial quote will be rejected summarily.
- 2.4 The systems shall be inspected by the successful tender. The firm will not be allowed to charge any extra amount for repair/replacement, if any, after entering into Comprehensive Annual Maintenance Contract.
- 2.5 Competent and qualified technical person of the firm should routinely visit the institute as mutually decided between the firm and the institute to inspect/ preventive maintenance of the machines. Checking of the RO Purifier system & Water Cooler .Reading of parameters, parameter of TDS , condensers cleaning of cooling coils, lubricating, overhauling etc should be routinely checked to pre-empt likely problems.
- 2.6 The repair/servicing work etc. would be carried out in the premises of the institute. If any repair cannot be undertaken in the premises, written permission of competent authority will be required for taking machine/accessories outside. No extra payment/transportation charges will be paid in this regard.
- 2.7 All units included in the contract shall be taken over by the contractor and the firm will be responsible for handing over all the machines in perfect working condition and not in deteriorated condition along with the accessories, if any at the time of expiry of contract.
- 2.8 The successful tender will be required to do the work for a period of one year from the date of entering into contract with this Institute. The Institute however, reserves the right to terminate the contract at any time in case the service rendered by the firm is not found satisfactory.

2.9 The bidder has to furnish up to date Service tax and VAT/GST Clearance Certificate along with the bid.

2.10 In the event of any dispute arising out of the bid or from the resultant contract, the decision of the AIIMS Raipur shall be final.

2.11 No escalation in respect of materials, labour, duties/cess, freight etc. will be allowed in any shape.

2.12 The initial period of award of the work shall be for one year. Depending upon the performance of Agency, the period may be extended for same time for which the bidder is required to submit his willingness as same term /rate and conditions.

2.13 Earnest money/Security deposit may be forfeited in case of non-Completion/part Completion /delayed Completion of work unless permitted in writing by the Institute.

2.14 Successful bidder have to be deposit 5% of work order value as Performance Guarantee (refundable).

on the Non-Judicial Stamp Paper of Rs.100/-

AFFIDAVIT

I / We (Name of Person / Persons who presenting the affidavit) M/s (Name of Contractor's Firm / Company) (Executing as a company / firm) who fulfil all the formalities who filling the affidavit works as a firm / Company, by this affidavit certify / certified that AIIMS, Raipur by inviting tender information Tender No. for (Name of work) for Dated..... in the capacity of inviting to the Tenders in tender documents, regarding the following information in certificates / documents presented, in that I / we personally agreed that we have given all the information, documents & certificates are true to our belief and I / we are fully responsible as :-

- (1) It is to certify that all the information given in this affidavit are true and correct.
- (2) That I / we presented by us,
 - (a) Amount submitted for Tender fees and original EMD in the form of Demand Draft and relevant Documents are true.
 - (b) Information given regarding with the Financial Qualifications & Annual Turnover is true & correct.
 - (c) Information regarding Work in Hand is true.
- (3) I / We have not **Black Listed / Debated** by Govt. of India / any Government of State Govt. / Department of State Govt.
- (4) That, My / Our Firm's / Company's No relative / any nearest relative is working in this firm.

OR

Nearest relative works as follows:-

Name Post Present Post-Establishment

- (5) that, the **No Criminal Case** has been registered or ongoing by any court against me/our/ firm.

Certified by Public Notary

With their Seal & Sign

Signature with Seal

DECLARATIONS TO BE GIVEN BY THE TENDERERS

It is to certify that:-

(a) I/We have gone through CPWD W-8 amended up-to correction Slips as available on website or in the office of Executive Engineer and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

Date : _____ **(Signature of the Tenderer)**

(h) 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 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 Agreement in letter and spirit and further agree that execution of the said 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 Agreement, which shall be in the line with Article-1 of the enclosed Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Agreement, while submitting the tender/bid, AIIMS, Raipur 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.

Date : _____ **(Signature of the Tenderer)**

(d) "I, S/o Sri resident of Hereby certify that none of my relative(s) is/are employed in AIIMS, Raipur (Chhattisgarh). In case at any stage, it is found that the information given by me is false/ incorrect, AIIMS, Raipur shall have the absolute right to take any action as deemed fit without any prior intimation to me".

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

Date : _____ **(Signature of the Tenderer)**

Other Partners (if any):-

- 3. Sri _____ S/o Sri _____ Signature: _____
 - 4. Sri _____ S/o Sri _____ Signature: _____
 - 5. Sri _____ S/o Sri _____ Signature: _____
 - 6. Sri _____ S/o Sri _____ Signature: _____
-
-

(To be signed by the Bidder and same signatory competent/authorized to sign the relevant contract on behalf of AIIMS, Raipur).

(Specimen) **AGREEMENT**

This Agreement is made aton this..... Day of.....2018.

BETWEEN

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

AND

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

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

Preamble

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

(here in after refer red to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**Comprehensive Annual Maintenance Contract of 25LPH Ion Exchange RO Water Purifier and 150L USHA Water Cooler installed at AIIMS Raipur & AIIMS Residential Complex AIIMS, Raipur**".
" hereinafter referred to as the "**Contract**".

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

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

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

Article - 1: Commitment of the Principal/Owner.

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

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.



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

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

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

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

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

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

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/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.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly

could bid in a tender but not both. Further, in cases where an agent 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 wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

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

Article - 3: Consequences of Breach.

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

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

2. **Forfeiture of EMD/Performance Guarantee/Security Deposit :** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contractor has accrued the right to terminate/determine the Contract according to Article-3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of 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 05 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender processor action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article - 6: Duration of the Pact.

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

Article - 7: Other Provisions.

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Raipur** of the Principal/Owner, who has floated the Tender.
 2. Changes and supplements need to be made in writing. Side agreements have not be unmade.
-

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

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

Article - 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 Pact.

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

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

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

WITNESSES:

1.
(Signature, Name and address)

2.
(Signature, Name and address)

Place :

Dated :



SCHEDULE 'E'

General Conditions of Contract for CPWD

1. Reference to General Conditions of contract Works, 2014 as amended upto CON/302

Name of work: "Comprehensive Annual Maintenance contract of 25 LPH Ion Exchange RO Water purifier and 150L USHA Water Cooler installed at AIIMS Raipur & AIIMS Residential Complex, Kabir Nagar, Raipur".

Estimated cost of Electrical

Rs.26,02,500/-

(i) Earnest money:

Rs. 52,050/-

(ii) Performance guarantee:

5% of tendered value.

(iii) Security Deposit:

2.5% of tendered value

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, Project Cell AIIMS, Raipur

see below

Definitions:

2(v) Engineer-in-Charge

The Executive Engineer, Project Cell AIIMS, Raipur

2(viii) Accepting Authority

The Executive Engineer, Project Cell AIIMS, Raipur

2(x) Percentage on cost of materials and Labour to cover all overheads and profits.

15% (Fifteen per cent)

2(xi) Standard schedule of Rates

For Electrical Works: - Market rate.

2(xii) Department

Project Cell AIIMS Raipur

9(ii) Standard CPWD contract Form GCC-2014
CPWD Form 7/8 as modified & corrected upto

GCC-2014 DGW/CON/ 302 and up-to-date correction slips.

Clause 1

(i) Time allowed for submission of Performance guarantee from the Date of issue of letter of acceptance : 7 day

(ii) Maximum allowable extension with late fee @ 0.10% per day of performance guarantee amount beyond the period as provided in (i) above : 7 days

Clause 2

Authority for fixing : Superintending Engineer/Executive Engineer, AIIMS Raipur

Compensation under clause 2

Clause 2A

Whether clause 2A shall be applicable : No

Clause 5

No. of days from the date of issue of letter of Acceptance for reckoning date of start : 10 days

Contractor/Agency

Executive Engineer (C), AIIMS Raipur

Milestone(s) : - Not applicable

Table of milestone(s)

Mile stone as per Electrical Work (PART – C)

S No	Description of Milestone (Physical)	Time allowed (From date of start)	Amount to be withheld in case of non-achievement of milestone as assessed from the running payments
	NA	NA	NA

Time allowed for execution of work

12 Month

Authority to decide

(i) Extension of Time

Superintending Engineer/Executive Engineer ,
AIIMS Raipur.

(ii) Rescheduling of mile stones

---DO---

Clause 6, 6A

Clause applicable

6

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

Rs. 1.50 Lakhs for Electrical Works

Clause10A

List of testing equipment to be provided by the
Contractor at site lab.

Not Applicable

Clause10B

Whether clause 10B shall be applicable

Not Applicable

Clause10C

Component of labour expressed as
Percent of value of work

15 %

Clause10CA

Material covered under this clause	Nearest materials (Other than cement, reinforcement bars and structural steel) for which All India Whole Sale Price Index is to be followed.	Base Price of all materials covered under clause 10 CA *
1 Cement	NA	1. /- Per MT
2 Steel reinforcement	NA	2. /- Per MT
3 Structural steel	NA	3. /- Per MT

Contractor/Agency

Executive Engineer (C), AIIMS Raipur

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

Specifications to be followed for execution of work
For Electrical: CPWD Specification for Electrical works Part-HVAC Specification

Clause 12

12.2 & 12.3
Deviation limit beyond which clauses 12.2 & 12.3 shall apply for ,maintenance work. 50%

12.5 (I) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for shall apply in foundation work (except Items mentioned in earth work subhead in DSR and related Items Not Applicable
(ii)Deviation limit for items mentioned in earth work subhead of DSR and related items Not Applicable

Clause 16

Competent Authority for deciding Reduced rates.
For Electrical: Superintending Engineer/, Executive 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 25

Executive Engineer, AIIMS Raipur

Clause 36(i)

Not Applicable

“Requirement of Technical Representative(s) and Recovery Rate for Electrical works

SNo	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
			Not Applicable				

~~“Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.”~~

Clause 42 (Not applicable for Electrical works)**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

SI Description of item Rates in figures and words at which No. Recovery shall be made from the Contractor

Excess beyond Permissible variation Less use beyond the permissible variation

1. Cement
2. Steel Reinforcement
Contractor/Agency

N.A.
N.A.

Executive Engineer (C), AIIMS Raipur

Schedule of Quantity

Name of Work: - Comprehensive Annual Maintenance contract of 25 LPH Ion Exchange RO Water purifier and 150L USHA Water Cooler installed at AIIMS Raipur & AIIMS Residential Complex, Kabir Nagar, Raipur.

NIT NO: 38 /EE/AIIMS/RPR/2018-19, **Date:** 28/11/2018

Sr No	Description of item	Qty	Unit	Rate (In Rs.)		Amount (In Rs.)
				In Figure	In Words	
1	Comprehensive Annual Maintenance contract of 25 LPH Ion Exchange RO Water purifier installed at AIIMS Raipur and AIIMS Residential Complex, Kabir Nagar, Raipur.	120	Each per year			
2	Comprehensive Annual Maintenance contract of 150L USHA Water Cooler installed at AIIMS Raipur and AIIMS Residential Complex, Kabir Nagar, Raipur.	120	Each per year			
3	Comprehensive Annual Maintenance Contract of aqua Guard duo water Purifier System/ Domestic RO System installed at AIIMS Raipur and AIIMS Residential Complex, Kabir Nagar, Raipur.	15	Each per year			
Total(Inclusive of all Taxes) Rs						

In Words.....

.....

(Seal & Sign. of Contractor)

(Er. Manoj Rastogi)
Executive Engineer (Civil)
AIIMS Raipur