

INDEX

Name of work: - “Annual comprehensive maintenance of 09 Nos. Lifts of KONE make installed in Medical Collage, UG Men’s, UG Women’s and Ayush Building at AIIMS BHOPAL”

Serial No.	Contents	Page No.	Remarks
1	Index	1	
	<b><u>PART - A</u></b>		
2.	Press Tender Notice	3	
3.	Information and instructions for Contractors	4 to 6	
4.	Notice inviting tender (CPWD - 6)	7 to 12	
5.	Integrity Pact	13 to 20	
6.	Tender and contract	21 to 22	
8.	Schedule “A” to “F” (Electrical)	23 to 28	
9.	<b><u>Annexure-A</u></b>		
	Form of Earnest Money Deposit (Bank Guarantee Bond)	29	
11.	Special conditions for electrical works For composite tender	30 to 35	
12.	GENERAL TERMS AND CONDITIONS APPLICABLE FOR ALL E&M COMPONENTS	36 to 42	
14.	Schedule of Work	43 to 44	

Certified that this bid document contains pages 1 to 44 (One to Forty Four of Part –A Only).

Assistant Engineer (P),  
ABEU, AIIMS Bhopal

Executive Engineer  
ABEU, AIIMS Bhopal

This N.I.T. is approved for **Rs. 11,05,735/-** (Rupees Eleven Lakh Five Thousand Seven Hundred Thirty Five Only)

Superintending Engineer,  
ABEU, AIIMS Bhopal

CORRECTION	<u>NIL</u>	INSERTION	<u>NIL</u>
CUTTING	<u>NIL</u>	OVERWRITING	<u>NIL</u>

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**ABEU AIIMS BHOPAL  
NOTICE INVITING e-TENDER**

**PRESS NOTICE FOR NEWS PAPER**

**Executive Engineer (E) AIIMS Bhopal on behalf of Directors AIIMS, Bhopal invites composite percentage rate bids from enlisted contractors of composite category in CPWD/ OEM of Lifts in Two Bid system for the following work:**

**NIT No. 07/EE(E)/ABEU/2017-18,**

**Name of work: - Annual comprehensive maintenance of 09 Nos. Lifts of KONE make installed in Medical Collage, UG Men's, UG Women's and Ayush Building at AIIMS BHOPAL.**

**Estimated Cost : Rs 11,05,735/- Earnest Money: - Rs. 22,115/-**

**Period of completion: - 12 Months, Last time and date of submission of bid: Up to 03.00 PM on 28/02/2018.**

The Bid forms and other details can be obtained from the website [www.tenderwizard.com/AIIMSBHOPAL](http://www.tenderwizard.com/AIIMSBHOPAL) and [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in) The Press Notice is also available on [www.eprocure.gov.in](http://www.eprocure.gov.in)

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF  
BID DOCUMENT AND TO BE POSTED ON WEBSITE  
(APPLICABLE FOR INVITING BIDS ON TWO BID SYSTEM)**

The Executive Engineer (E), AIIMS Bhopal on behalf of the Director (AIIMS) Bhopal invites **online** composite percentage rate bids from enlisted contractors of composite category in CPWD/ OEM of Lifts in **Two bid system** for the following work:

Sr. No.	NIT No.	Name of work & Location	Estimated Cost put to bid	Earnest Money	Period of Completion	Last date & time of submission of bid, <b>original EMD, copy of receipt for deposition of original EMD</b> and other documents as specified in the Press Notice	Time & Date of opening of Technical Bid	Time & Date of opening of Price Bid
1	2	3	4	5	6	7	8	
1	07/EE(E)/ABEU/2017-18	<b>Annual comprehensive maintenance of 09 Nos. Lifts of KONE make installed in Medical Collage, UG Men’s, UG Women’s and Ayush Building at AIIMS BHOPAL</b>	<b>Rs. 11,05,735/-</b>	<b>Rs. 22,115/-</b>	<b>12 Months</b>	<b>Up to 3:00 PM on 28/02/2018</b>	<b>3:30PM on 28/02/2018</b>	

1. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
  - a. Should have satisfactorily completed the works as mentioned below during the last Seven years ending **previous day of last date of submission of bids.**
    - i. Three similar works each costing not less than **Rs. 4.43 Lakhs**
    - ii. two similar works each costing not less than **Rs. 6.64 Lakhs**
    - iii. one similar work costing not less than **Rs. 8.85 Lakhs.**
    - iv. Similar work means “**Annual Comprehensive Maintenance of Lifts**”. 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 submission of bids.
  - b. Should have had average annual **financial turnover** of **Rs. 10.00 Lakh** on construction works during the immediate last three consecutive financial years. (Scanned copy of Certificate from CA to be uploaded).
  - c. Should not have **incurred any loss** in more than two years during the last five years ending **31<sup>st</sup> March 2017.**

2. 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.
3. Information and Instructions for bidders posted on website shall form of bid document.
4. 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 and downloaded from **website [www.tenderwizard.com/AIIMSBHOPAL](http://www.tenderwizard.com/AIIMSBHOPAL) or [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in)** free of cost.
5. But the bid can only be submitted after **deposition of original EMD in the office of Executive Engineer (E), ABEU AIIMS BHOPAL inviting bids within the period of bid submission** and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker`s Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any scheduled Bank towards EMD in favour of **Director AIIMS BHOPAL** and other documents as specified.
6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
7. The intending bidder must have valid class-I/Class-II/Class-III digital signature to submit the bid.
8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of **JPG** format and **PDF** format.
10. **Certificate of Financial Turn over:** At the time of submission of bid contractor may upload Affidavit/ Certificate from **C.A.** mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
11. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in Grey colour. 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” (ZERO)**. 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)**. **However, 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 / subhead in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.**
12. The technical bid will be opened first on due date and time as mentioned above. **The time & date of opening of financial bid of contractors qualifying the eligibility bid will be communicated to them a later date.**
13. **Pre Bid conference** shall be held in the chamber of **E.E. AIIMS, Bhopal** at **11:00 AM** on **20/01/2018** to clear the doubt of intending bidders, if any.
14. When bids are invited in Two stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.

15. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
16. **List of Documents to be scanned and uploaded within the period of bid submission:**
- I. Treasury Challan/Demand Draft/Pay order or banker's Cheque/Deposit at call receipt/Bank guarantee of any scheduled Bank against EMD.
  - II. Certificates of work experience.
  - III. Certificate of Financial Turnover from CA.
  - IV. Bank Solvency Certificate.
  - V. Any other Document as specified in the Press Notice.
  - VI. Certificate of registration for GST and acknowledgement of up to date filed returns (if applicable).
  - VII. **Scan Copy of Original EMD in favor of Director AIIMS BHOPAL**
  - VIII. **Copy of PAN Card issued by Income Tax Department.**
  - IX. **Postal Address, Mobile No. and e-mail ID of bidder.**
  - X. **Undertaking for site inspection [Intending bidders must upload undertaking that they have inspected and examined the site and its surrounding before submitting their bids. (As per CPWD 6 Sl. No. 12 Page No. 10)]**
  - XI. Electrical license from competent authority in the name of Contractor or undertaking that **"I, hereby confirm that I will either obtain valid electrical license at the time of execution of electrical work or associate CPWD registered contractor having valid electrical license of eligible class."**

**Executive Engineer (E)  
ABEU, AIIMS Bhopal**

**AIIMS, BHOPAL**  
**Notice Inviting Tender**

1. **The Executive Engineer(E), AIIMS Bhopal** on behalf on behalf of the Director (AIIMS) Bhopal invites **online** composite percentage rate bids from enlisted contractors in composite category in CPWD of appropriate class or Specialized contractor/eligible firms in two bid system for the work of " **Annual comprehensive maintenance of 09 Nos. Lifts of KONE make installed in Medical Collage, UG Men's, UG Women's and Ayush Building at AIIMS BHOPAL**"  
The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of composite bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.  
The work is estimated to Composite **Cost of: Rs. 11,05,735/-** This estimate, however, is given merely as a rough guide.
  - 1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.  
For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.
  - 1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-
2. **Criteria of eligibility for submission of bid documents**
  - 2.1. **Criteria of eligibility for CPWD as well as non-CPWD contractors :**
  - 2.2. Three similar works each costing not less than **Rs. 4.43 Lakhs** or two similar works each costing not less than **Rs. 6.64 Lakh** or one similar work costing not less than **Rs. 8.84 Lakh** in last 7 (Seven) Years ending previous day of Last date of submission of Bids.
  - 2.3. 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 submission of bids. This is applicable for 1.2.1 as well 1.2.2. (This is not applicable for CPWD enlisted contractors of appropriate class in composite category). Similar work means "**Annual Comprehensive Maintenance of Lift**".  
**To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-**  
I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid).
  - 2.4 **When bids are invited from Non CPWD/MES/PWD contractors**, as per the provisions of clause 1.2.2 above, it will be mandatory for Non-CPWD contractors to upload the work experience certificate(s) and affidavit as per the provisions of clause 1.2.2. But for such bids, Class-I A and above registered contractors of composite category of CPWD/MES/PWD are eligible to submit the bids without submission of work experience certificate and affidavit. Therefore, CPWD/MES/PWD class-I A and above registered contractors of composite category of CPWD/MES/PWD shall upload two separate letters for experience certificate and affidavit that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields.

CORRECTION <u>  NIL  </u>	INSERTION <u>  NIL  </u>	
CUTTING <u>  NIL  </u>	OVERWRITING <u>  NIL  </u>	

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3. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 amended up to DG/CON/298 dated 29.09.2017 which is available as a Govt. of India Publication and also available on website [www.cpwd.gov.in](http://www.cpwd.gov.in). Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
4. The time allowed for carrying out the work will be **12(Twelve)** Months from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
5. The site for the work is available.  
The architectural and structural drawings shall be made by successful bidder and got approved and vetted from IIT/NIT/Sates govt. institutes.
6. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website [www.tenderwizard.com/AIIMS\\_BHOPAL](http://www.tenderwizard.com/AIIMS_BHOPAL) or [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) free of cost.
7. 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.
8. While submitting the revised bid, contractor can revise the quoted rates but before last date and time of submission of bid as notified.
9. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
10. Earnest Money 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 of a Scheduled Bank (drawn in favour of **Director, AIIMS Bhopal**) 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, 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 lakh, 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 **120 (One Hundred Twenty) days** or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment Order and certificate of work experience 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 original EMD deposited with office of E.E.(E) AIIMS Bhopal and other documents scanned and uploaded are found in order.**

The bid submitted shall be opened at **03.30 PM on 28/02/2018.**



11. The contractors registered prior to 01.04.2015 on e-tendering portal of tender wizard shall have to deposit tender processing fee at existing rates or they have option to switch over to the new registration system without tender processing fee any time.
12. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
- The bidder is found ineligible.
  - The bidder does not deposit original EMD Executive Engineer(E), AIIMS Bhopal.
  - The bidder does not upload all the documents (including GST registration) as stipulated in the bid document including the copy of receipt for deposition of original EMD.
  - 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 bid opening authority.
  - 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 rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.**
13. 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 cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call Receipt of any Scheduled Bank/Banker's Cheque of any Scheduled Bank/Demand Draft of any Scheduled Bank/Pay Order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. **The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any, engaged by the contractor for the said work and Programme Chart (Time and Progress) within the period specified in Schedule F.**
12. **The description of the work is as follows:-**  
**“Annual Comprehensive Maintenance of 09 Nos. Lifts of KONE make installed at Medical Collage, UG Men's, UG Women's & Ayush Buildig at AIIMS Bhopal”**  
 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 on any misunderstanding or otherwise shall be allowed. The bidder 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 Government and local conditions and other factors having a bearing on the execution of the work.

14. The competent authority on behalf of the Director, AIIMS Bhopal 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.
15. 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.
16. The competent authority on behalf of Director, AIIMS Bhopal reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
17. The contractor shall not be permitted to bid for works in the AIIMS Bhopal responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the AIIMS Bhopal. 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 Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
19. The bid for the works shall remain open for acceptance for a period of **Sixty (60) days** from the date of opening of technical bid in case bids are invited on two envelop system (strike out as the case may be). If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, **then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-bidding 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 & negotiation leading thereto.

CORRECTION	<u>  NIL  </u>	INSERTION	<u>  NIL  </u>
CUTTING	<u>  NIL  </u>	OVERWRITING	<u>  NIL  </u>

- b) Standard C.P.W.D. Form 7 amended up to **DG/CON/298 dated 29.09.2017** or other Standard C.P.W.D. Form as applicable .

**21. For Composite Bids**

- 21.1.1. The Executive Engineer in Charge of the major component will call bids for the composite work. The Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.
- 21.1.2. The bid document will include following three components:
  - Part A: -** CPWD-6, CPWD-7 including Schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD, 2014 as amended / modified upto DG/CON/298 dated 29.09.2017.
  - Part B: -** Particular Specifications and Special conditions, specifications and schedule of quantities as applicable to major component of the work.
- 21.1.3 The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individual.  
 For electrical works, the bidder should have **valid electrical license from competent authority in the name of the contractor. However, the contractors is allowed to participate in tender with an undertaking that they will either obtain valid electrical license at the time of execution of electrical work or associate contractors having valid electrical license of eligible class.**
- 21.1.4 The eligible bidders shall quote rates for major component as well as for minor components of work.
- 21.1.5 In case of registered contractor himself not having experience of LED signage, he need to associate himself with specialized agency as per qualifying criteria of CPWD works manual for value of work of LED signage. Prior approval from Engineer in charge should be obtained before start of work.
- 21.1.6 After acceptance of the bid by competent authority, the E.E.(E) in-charge of the work shall issue letter of award on behalf of the Director AIMS. After the work is awarded, the main contractor will have to enter into one agreement with E.E.(E) in charge.
- 21.1.7 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 21.1.8 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of work.
- 21.1.9 If required, the main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-Charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of minor component(s).
- 21.1.10 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 21.1.11 The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to EE(E)in charge of each minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
- 21.1.12 Running payment for the major component shall be made by E.E.(E) of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-

charge of the discipline of minor component directly to the main contractor.

- 21.1.13 (A) The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer -in - charge of major component after record of completion certificate of all other components.  
 (B) Final bill of whole work shall be finalized and paid by the E.E.(E) of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the E.E.(E) of major component for including in the final bill for composite contract.
- 22 In case any discrepancy, is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer(E)AIIMS Bhopal, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
- 23 A new provision of Integrity Pact(IP) was introduced in GCC-2014 vide DG/CON/281 dated 04/08/2014. In the OM it is mentioned that at the time of submission of bid, it shall be mandatory to sign the pact by the bidder failing which the bidder will stand disqualified from the tendering process and such bid would be summarily rejected.  
 In case of e-tendering, Integrity Pact shall be treated in the same manner as other components of the bid document. In e-tendering, the intending bidder does not sign any document physically and entire bid document is submitted through digital signature. Since IP is a part of bid document no separate physical submission is required with other documents to be submitted in the office of tender opening authority. In addition to other component of bid document, the Integrity Pact along shall also be signed between Executive Engineer and successful bidder after acceptance of bid.

**INTEGRITY PACT**

To,

Sub: NIT No. **07/EE(E)/ABEU/2017-18** for the work of **“Annual Comprehensive Maintenance of 09 Nos. Lifts of KONE make installed at Medical Collage, UG Men’s, UG Women’s & Ayush Buildig at AIIMS Bhopal”**

**Dear Sir,**

It is here by declared that **AIIMS Bhopal** 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 Bhopal**.

Yours faithfully,

Executive Engineer (E)

To,

The Executive Engineer (E)

Sub: Submission of Tender for the work **“Annual Comprehensive Maintenance of 09 Nos. Lifts of KONE make installed at Medical Collage, UG Men’s, UG Women’s & Ayush Buildig at AIIMS Bhopal”**

Dear Sir,

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

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

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

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

CORRECTION	<u>  NIL  </u>	INSERTION	<u>  NIL  </u>
CUTTING	<u>  NIL  </u>	OVERWRITING	<u>  NIL  </u>

AE(P)

EE(P)

**To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of AIIMS Bhopal.**

**INTEGRITY AGREEMENT**

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

**BETWEEN**

Director, AIIMS Bhopal represented through Executive Engineer,..... ,  
 (Name of Division)

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

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

**AND**

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

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

**"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. 07/EE(E)/ABEU/2017-18)** ..... ) (hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for **"Annual Comprehensive Maintenance of 09 Nos. Lifts of KONE make installed at Medical Collage, UG Men's, UG Women's & Ayush Buildig at AIIMS Bhopal"** here in after referred to as the **"Contract"**.

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

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

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

CORRECTION	<u>  NIL  </u>	INSERTION	<u>  NIL  </u>
CUTTING	<u>  NIL  </u>	OVERWRITING	<u>  NIL  </u>

AE(P)

EE(P)

**Article 1: Commitment of the Principal / Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all 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 process or the Contract execution.
  - (c) The Principal / Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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



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.

- b) 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.
  - c) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract
- 3) The 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 befall upon a person, his / her reputation or property to influence their participation in the tendering process).

**Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the 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 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 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 Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the 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 Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

- 1) The 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/ holding 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 subcontractors 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 Sub-contractors/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 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other 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 of AIIMS Bhopal.

**Article 7- Other Provisions**

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

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

**WITNESSES:**

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

Place: -

Dated: -

## निविदा TENDER

मैंने/हमने कार्य के लिए निविदा आमंत्रण सूचना, अनुसूची क,ख,ग,घ, ङ., और च, लागू विनिर्देश, नक्शे एवं डिजाइन, सामान्य नियम एवं निर्देश, ठेके के उपबंध, विशिष्ट शर्तें, दर अनुसूची एवं अन्य कागजात तथा ठेके की शर्तों में दिए गए नियम तथा निविदा कागजात में उल्लिखित अन्य बातों को पढ़ व जांच लिया है।

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

मैं/हम, एतत् द्वारा निदेशक अ.भा.आ.सं. के लिए अनुसूची 'च' में विनिर्दिष्ट समय के भीतर विनिर्दिष्ट कार्य, यथा-मात्राओं की अनुसूची तथा सभी संबंधित विनिर्देशों, डिजाइनों, नक्शों के अनुरूप तथा सामान्य नियमावली के नियम-1 और ठेके की शर्तों के खंड-11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती है और उसके संबंध में, ऐसी शर्तें जो लागू हों, के अनुरूप निष्पादन हेतु निविदा देता हूँ/देते हैं।

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

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

₹ 22,115 /- की धनराशि, धरोहर राशि के रूप में ट्रेजरी चालान रसीद/अनुसूचित बैंक की मांग जमा रसीद/ अनुसूचित बैंक की सावधी जमा रसीद /अनुसूचित बैंक का डिमांड ड्राफ्ट/ अनुसूचित बैंक द्वारा जारी बैंक गारंटी के रूप में इसके साथ भेजी जा रही है। यदि मैं / हम निर्धारित निष्पादन गारंटी को निर्धारित समय अवधि में प्रस्तुत करने में असफल रहते हैं तो मैं/ हम यह मंजूर करते हैं कि **निदेशक, अखिल भारतीय आयुर्विज्ञान संस्थान भोपाल** या उनके कार्यालय के उच्चाधिकारी किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि जब्त करने के लिए पूर्णतया स्वतंत्र होंगे। इसके अलावा, यदि मैं/हम विनिर्दिष्ट कार्य प्रारंभ करने में असफल रहते हैं तो मैं/ हम यह मंजूर करते हैं कि **निदेशक, अखिल भारतीय आयुर्विज्ञान संस्थान भोपाल** या उनके कार्यालय के उच्चाधिकारी कानून में उपलब्ध किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि, तथा निष्पादन गारंटी जब्त करने के लिए पूर्णतया स्वतंत्र होंगे अन्यथा उक्त धरोहर राशि निविदा कागजात के अनुसार उसमें निहित शर्तों व निबंधनों के अनुसार कार्यों के निष्पादन एवं आदिष्ट विचलनों को अनुसूची 'च' में वर्णित प्रतिशत से अनधिक व निविदा प्रपत्र के खण्डों 12.2 व 12.3 में निहित प्रावधानों के अनुसार निश्चित की जाने वाली दरों पर उस सीमा से अधिक के विचलनों के करने के लिए उनके द्वारा प्रतिभूति-निपेक्ष के रूप में रोक ली जाएगी। इसके अतिरिक्त मैं/हम सहमत हैं कि बयाना राशि या बयाना राशि तथा उपर्युक्त निष्पादन गारंटी जब्त हो जाने के मामले में मुझे/हमें कार्य की पुनः निविदा प्रक्रिया में भाग लेने से रोक दिया जाएगा।

A sum of ₹ 22,115/- is hereby forwarded in Cash/ Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank as earnest money. A copy of the earnest money in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank is scanned and uploaded (**strike out as the case may be**). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Director, AIIMS Bhopal or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director, AIIMS Bhopal or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. **Further, I/we agree that in case of forfeiture of earnest money or performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.**

I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in AIIMS Bhopal in future forever. Also, if such a violation comes to the notice of Department before date of start of work, The Engineer – in – Charge shall be free to forfeit the entire amount of Earnest Money Deposited / Performance Guarantee.

CORRECTION	NIL	INSERTION	NIL
CUTTING	NIL	OVERWRITING	NIL

AE(P)

EE(P)

मैं/हम एतत् द्वारा घोषणा करते हैं कि मैं/हम निविदा कागजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कागजात के रूप में रखेंगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, जिन्हें मैं/हम सूचित करने के लिए प्राधिकृत हो, से भिन्न किसी को, नहीं बताएंगे या जानकारी को किसी ऐसे रूप में प्रयोग नहीं करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो।

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 authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

तारीख Dated #.....

ठेकेदार के हस्ताक्षर Signature of Contractor#

डाक का पता Postal Address#

साक्षी Witness : #

पता Address: #

उपजीविका Occupation : #

# To be filled in by the contractor/witness as applicable

### स्वीकृति ACCEPTANCE

मैं भारत के राष्ट्रपति की ओर से तथा उनके लिए ₹ ..... (रुपए .....)' ..... की राशि के लिए उपर्युक्त निविदा (अधोलिखित पत्रों के अनुसार परिवर्तित) स्वीकार करता हूँ।

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

(Rupees \_\_\_\_\_)

नीचे दिए गए पत्र इस ठेका करार का हिस्सा होंगे।

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

a)

b)

c)

निदेशक अ.भा.आ.सं. की ओर से तथा उनके लिए  
For & on behalf of the Director AIIMS

हस्ताक्षर Signature .....

तारीख Dated .....

पदनाम Designation .....

### अनुसूचियां SCHEDULES

अनुसूची 'क' SCHEDULE 'A'

CORRECTION	NIL	INSERTION	NIL	
CUTTING	NIL	OVERWRITING	NIL	AE(P) EE(P)

**अनुसूची 'ख' SCHEDULE 'B'**

टेकेदार की निर्गत की जाने वाली सामग्रियों की अनुसूची

Schedule of materials to be issued to the contractor.

क्रम. सं. S.No.	मद विवरण Description of item	मात्रा Quantity	जिस दर पर सामग्रियां टेकेदार को प्रभारित होगी वह दर अंकों एवं शब्दों में Rates in figures & words at which the material will be charged to the contractor	निर्गत स्थान Place of Issue
1	2	3	4	5

**NIL**

**अनुसूची 'ग' SCHEDULE 'C'**

टेकेदार को भाड़े पर दिए जाने वाले औजार एवं संयंत्र

Tools and plants to be hired to the contractor

क्रम सं. Sl. No.	विवरण Description	भाड़ा प्रभार प्रतिदिन Hire charges per day	निर्गत स्थान Place of Issue
1	2	3	4

**NIL**

**अनुसूची 'घ' SCHEDULE 'D'**

कार्य के लिए विशेष अपेक्षाएं/दस्तावेज, यदि कोई हों, की अतिरिक्त अनुसूची

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

**अनुसूची (ड) SCHEDULE 'E'**

1.	<p>टेके की सामान्य शर्तों का संदर्भ Reference to General Conditions of contract</p> <p>कार्य का नाम Name of work :</p> <p>कार्य की अनुमानित लागत Estimated cost of work</p> <p>(i) धरोहर राशि Earnest money:</p> <p>(ii) निष्पादन गारंटी Performance guarantee :</p> <p>(iii) प्रतिभूति निक्षेप: Security Deposit:</p>	<p>General Conditions of Contract for CPWD Works, 2014 as amended upto DG/CON/298 dated 29.09.2017</p> <p><b>“Annual Comprehensive Maintenance of 09 Nos. lifts of KONE Make installed at Medical Collage, UG men’s, UG women’s &amp; Ayush Building at AIIMS Bhopal”</b></p> <p><b>₹ 11,05,735/-</b></p> <p><b>₹ 22,115/- (To be returned after receiving Performance Guarantee)</b></p> <p>5% of tendered value. निविदित मूल्य का 5 प्रतिशत</p> <p>2.5% of tendered Value</p>
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**अनुसूची 'च' SCHEDULE 'F'**

<p><b>सामान्य नियम एवं दिशानिर्देश:</b> <b>General Rules &amp; Directions:</b> निविदा आमंत्रण करने वाला प्राधिकारी Officer inviting tender - कार्य की मर्दों की मात्रा के लिए अधिकतम प्रतिशत जिससे अधिक निष्पादित मर्दों के लिए दरों का निर्धारण खण्ड 12.2 और 12.3 के अनुसार होगा Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 &amp; 12.3.</p>		<p><b>EXECUTIVE ENGINEER (E) AIIMS Bhopal</b></p> <p>निम्नानुसार</p> <p>see below</p>
2(v)	<p>Definitions: भारसाधक इंजीनियर Engineer-in-Charge</p>	<p>For Civil Component: <b>EXECUTIVE ENGINEER (E) AIIMS Bhopal</b></p>
2(viii)	स्वीकार कर्ता प्राधिकारी Accepting Authority	<b>SUPERINTENDING ENGINEER AIIMS Bhopal</b>
2(x)	अतिरिक्त और लाभों को पूरा करने के लिए श्रम एवं सामग्रियों की लागत पर प्रतिशतता Percentage on cost of materials and labour to cover all overheads and profits.	<b>15% (Fifteen per cent)</b>
2(xi)	दरों की मानक अनुसूची Standard schedule of Rates	For Civil:- <b>Delhi Schedule of Rate 2016(Civil) with correction slips issued up to date of receipt of tender.</b>
2(xii)	विभाग Department	<b>ABEU AIIMS BHOPAL</b>
9(ii)	मानक के.लो.नि.वि. टेका फार्म Standard CPWD contract Form	CPWD Form 7 (Print edition -2014) as modified & corrected up to DG/CON/ 298 dated 29.09.2017



**खण्ड Clause 1**

- (i) स्वीकृति पत्र जारी होने की तारीख से निष्पादन गारंटी के प्रस्तुतीकरण के लिए अनुमत समय  
Time allowed for submission of performance guarantee, programme chart (Time & Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof : from the date of issue of letter of acceptance : 7 days
- (ii) (उपर्युक्त i) में दी गई अवधि के पश्चात् अधिकतम अनुमेय एक्सटेंशन  
Maximum allowable extension with late fee @ 0.10% per day of performance guarantee amount beyond the period as provided in (i) above : 3 days

**खण्ड Clause 2**

खण्ड 2 के तहत प्रतिकार निश्चित करने वाला प्राधिकारी  
Authority for fixing compensation under clause 2

**Superintending Engineer, AIIMS Bhopal**

**खण्ड Clause 2A**

क्या खण्ड 2 क लागू होगा

Whether clause 2A shall be applicable

**Yes**

**खण्ड Clause 5**

कार्य आरंभ की तारीख की गणना के लिए स्वीकृति पत्र के जारी होने की तारीख से दिनों की संख्या

No. of days from the date of issue of letter of acceptance for reckoning date of start

14 days.

Schedule of handing over the site  
Schedule of issue of Designs

complete site is ready for work  
Drawing and design shall be prepared by bidder

Nature of Hindrance Register  
(either Physical or Electronic)

Physical

लक्ष्य नीचे दी गई सारणी के अनुसार  
**Milestone(s) : - As per Table given below**

**लक्ष्य (मील-पत्थर) सारणी**  
**Table of milestone(s)**

**## Table of Mile stones:**

Sl. No.	Description of Mile stone (Financial)	Time allowed in Months (From date of start) for achieving milestone	Amount to be withheld in case of Non-achievement of each mile stone
1.	NA	NA	NA
2.	NA	NA	NA

**NOTE:**

- Withheld amount shall be released if and when subsequent milestone is achieved within respective time specified. However, in case milestones are not achieved by the Bidder for the work, the amount shown against milestone shall be withheld.
- Intending bidder may submit phasing of activities/milestones based on their resources and methodology at the time of bidding corresponding to ~~physical milestones~~ / financial milestone/stages indicated in the above table. These shall be formed part of the agreement after approval of the accepting authority, otherwise it would be assumed that agency agrees with the above mentioned ~~physical~~ / financial milestones.

Time allowed for execution of work : **12 Months**  
for execution of original work)

Authority to decide  
(i) Extension of Time  
(ii) Rescheduling of mile stones  
(iii) Shifting of date of start in case of delay in handing over of site  
Executive Engineer(E), AIIMS Bhopal  
Superintending Engineer, AIIMS Bhopal  
Superintending Engineer, AIIMS Bhopal

**खण्ड Clause 6, 6A**

खंड लागू--(6 या 6 क) Clause applicable **6 A**

**खण्ड Clause 7**

अंतरिम भुगतान के लिए पात्र होने के लिए अंतिम ऐसे भुगतान के बाद कुल भुगतान एकत्रित सामग्रियों के अग्रिमों के समायोजन सहित किया जाने वाला कुल कार्य  
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  
**1.00 LAKH**

**खण्ड 7 क Clause7A**

Weather clause 7 A shall be applicable  
**Yes**  
(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)

**खण्ड 10 क Clause10A**

कार्यस्थल प्रयोगशाला में टेकेदार द्वारा उपलब्ध कराये जाने परीक्षण उपकरण की सूची  
List of testing equipment to be provided by the contractor at site lab.  
**As required**

**खण्ड Clause10B(ii)**

क्या खण्ड 10 ख (ii) लागू होगा  
Whether clause 10B (ii) shall be applicable **Yes**

**खण्ड Clause10C**

Component of labour expressed as **25%**  
खण्ड Clause10CA **NA**

**खण्ड Clause10CC**

: Not Applicable

**खण्ड Clause 11**

कार्य निष्पादन के लिए अनुपालन  
Specifications to be followed for execution of work  
**For Civil : CPWD Specification 2009, Volume-I & II with correction slips upto date of receipt of tender.**

**खण्ड Clause 12** Type of Work  
12.2 & 12.3

**Maintenance Work**

विचलन सीमा जिसके परे खण्ड 12.2 तथा 12.3 भवन निर्माण कार्य के लिए लागू होंगे  
Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work (Other than foundation) **30%**

12.5 (i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work) **30%**

12.6 (ii) Deviation limit for items in earth work subhead of DSR or related items **100%**

CORRECTION	NIL	INSERTION	NIL
CUTTING	NIL	OVERWRITING	NIL

**खण्ड Clause 16**

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी  
Competent Authority for deciding  
Reduced rates

**Superintending Engineer, AIIMS ,  
Bhopal**

**खण्ड Clause 18**

कार्यस्थल पर ठेकेदार द्वारा लगाये जाने वाली अनिवार्य  
मशीनरी औजार एवं सयंत्रों की सूची :-  
List of mandatory machines, tools and  
plants to be deployed by the contractor at site.

**as required**

**खण्ड Clause 25**

Place of arbitration

To be decided by competent authority at the  
time of appointment of Arbitrator.

**For Total Claim upto Rs. 25 Lakhs**

Designation	Constitution of Dispute Redressal Committee (DRC)
Chairman	Dpty. Director AIIMS Bhopal
Member	F.A. AIIMS Bhopal
Member Secretary	Superintending Engineer AIIMS Bhopal
Presenting Officer	Executive Engineer, AIIMS Bhopal Bhopal

**For Total Claim above Rs. 25 Lakhs**

Designation	Constitution of Dispute Redressal Committee (DRC)
Chairman	Director AIIMS Bhopal
Member Secretary	Dpty. Director AIIMS Bhopal
Member	F.A. AIIMS Bhopal
Presenting Officer	Superintending Engineer,

**खण्ड Clause 31**

Whether clause 31 shall be applicable

**YES**

**खण्ड Clause 36(i)**

Whether clause 31 shall be applicable

**NO**

S.NO	Requirement of Technical staff	Nos.	Minimum experience (Years)	Designation of Technical staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)

**खण्ड Clause 42**

I) क)	सीमेन्ट और बिटुमन की अनुमानमूल मात्रा निर्धारित करने के लिए अनुसूची / विवरण	केलोनवि द्वारा मुद्रित दिल्ली दर अनुसूची 2016 के आधार पर
I) (a)	Schedule/statement for determining Theoretical quantity of cement & Bitumen	On the basis of Delhi Schedule of Rates 2016 printed by C.P.W.D. with correction slips issued up to date of receipt of tender.
II)	अनुमानमूलक मात्राओं में अनुमत्य विचलन Variations permissible on theoretical quantities.	
क)	सीमेन्ट जिन कार्यों के लिए निविदा में अनुमानित मूल्य रु. 5 लाख से अधिक न हो	
a)	Cement for works with estimated cost put to tender not more than Rs. 5 lakhs	Not Applicable
	जिन कार्यों के लिए निविदा में अनुमानित मूल्य रु. 5 लाख से अधिक हो for works with estimated cost put to tender more than Rs. 5 lakhs	2 प्रतिशत जमा / घटा 2 % plus/minus.
ख)	बिटुमन सभी कार्यों के लिए	2.5 प्रतिशत केवल जमा और घटा के पक्ष में शून्य
b)	Bitumen for all works	2.5% plus only & Nil on minus side.
ग)	इस्पात प्रत्येक व्यास, कोट और श्रेणी के लिए पूर्णवर्लन और संरचनात्मक इस्पात काट	2 प्रतिशत जमा / घटा
c)	Steel Reinforcement and structural steel sections for each diameter, section and category.	2% plus/minus
घ)	सभी अन्य सामग्रियां	शून्य
d)	All other materials	Nil.

**अनुमत्य विचलन से अधिक की मात्राओं के लिए वसूली दरें**  
**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

क्रम सं. Sl No.	मद विवरण Description of item	अंको और शब्दों में वह दर जिस पर ठेकेदार से वसूली की जाएगी Rates in figures and words at which recovery shall be made from the Contractor		
		<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">अनुमत्य विचलन से अधिक आधिक्य Excess beyond Permissible variation</td> <td style="width: 50%; text-align: center;">अनुमत्य विचलन से अधिक उपयोग घटाया Less use beyond the permissible variation</td> </tr> </table>	अनुमत्य विचलन से अधिक आधिक्य Excess beyond Permissible variation	अनुमत्य विचलन से अधिक उपयोग घटाया Less use beyond the permissible variation
अनुमत्य विचलन से अधिक आधिक्य Excess beyond Permissible variation	अनुमत्य विचलन से अधिक उपयोग घटाया Less use beyond the permissible variation			
1.	सीमेन्ट Cement	N.A. <b>Not Permitted</b>		
2.	ईस्पात Steel Reinforcement	N.A. <b>Not Permitted</b>		

**FORM OF EARNEST MONEY DEPOSIT (BANK GUARANTEE BOND)**

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

\*Date to be worked out on the basis of validity period of **120** days for two bid system from last date of receipt of tender.

**SPECIAL CONDITIONS FOR ELECTRICAL WORKS i.e. ELECTRICAL INSTALLATION FOR COMPOSITE TENDERS**

1. In case the main contractor is himself eligible for sale of tender for the specific electrical component (Electrical Installation) and intends doing the job himself, he may not associate agency for the specific electrical component
2. Main agency shall have to submit credential of the proposed associated agencies for verification and approval of the department in Performa at Annexure I. Consent letter of such selected agencies for association shall also be enclosed in the prescribed format (Annexure-II). Main agency may propose up to three names of eligible associates.
3. After obtaining concurrence of department for such association, the main agency shall finalize one associate for execution of the electrical installation /down comer component of the work. The main contractor has to enter into agreement with the contractor associated by him for execution of minor component. Copy of such agreement shall be submitted to EE (E) in charge of electrical component for approval by competent authority as well as to EE(E) in charge of major component. (As per Annexure - III)
4. All technical discussions shall be attended by the associate agency and the main agency. Commercial / Technical submissions for the electrical works shall be signed and submitted by the associate agency along with the main agency.
5. Price-bid for electrical component shall be submitted by the main agency.
6. Award of work shall be made by the Engineer-in-charge of the major component to the main agency for complete work.
7. The main contractor shall be entirely responsible and answerable for all the works done by his associated electrical contractor regarding their quality, adherence to the laid down specification, terms and conditions, warranty/guarantee etc and he shall be liable to bear any compensation that may be levied by the department under any of the clauses of the agreement.
8. The manufacturer's guarantee/warranty for all the electrical accessories shall be for minimum period for 12 months from the date of taking over of the installation by the department. Necessary documents of handing / taking over of the installation will be duly signed by the three parties namely EE (E) the main contractor and the associate contractor. The main contractor will ensure that the maintenance during the guarantee period shall also be carried out by the associate electrical contractor. one year guarantee is to be provided free of cost as per item in the schedule of quantity.
9. The main contractor shall also give necessary general power of attorney under the contract to the associated electrical contractor to enable him to receive instructions from electrical engineers of the department at site, sign the site order book, bills MBs for acceptance of measurement and receive stipulated materials etc.
10. The main contractor shall be responsible for coordinating the activities of all the works and will ensure progress of all works as per the laid down program. The main contractor shall also arrange for proper storage of the electrical accessories at site and will be responsible for their watch and ward.
11. Associate electrical agency shall submit the fortnightly labour report. Material for use at work shall be procured by the electrical agency. For this purpose invoice / delivery challan shall be submitted to the department by the associate agency.
12. Sample of materials like conduits wires, of each size to be tested in the laboratory approved by Engineer -in charge, nothing shall be paid on this account; testing fees etc. shall be paid by the contractor.

- 13. Materials like switch sockets boards MCB DB wire conduits MCB box raceway shall be approved by Engineer-In-Charge before use at site.
- 14. Fish wire shall be provided in each conduit where wiring is not carried out.
- 15. Extra item substitute item deviation etc. shall be carried out only with written permission of competent authority.
- 16. For power wiring/computer point wiring GI box of 6/8 module shall be in horizontal pattern only.

**17 For Composite Tenders**

17.1.1 The Executive Engineer in charge of the major work will call tenders for the composite work. The cost of tender document and Earnest money will be fixed with respect to the combined estimated cost put to tender for the composite tender.

17.1.2 The tender document will include following three components:

Part –A CPWD - 6, CPWD-7/8 including schedule A to F for the major component of the work, Standard General conditions of Contract for CPWD 2014 amended / modified upto last date of receipt of tender or latest edition as applicable with all amendments / modifications up to last date of receipt of tender.

Part -B: General / specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part-C : Schedule Package B for minor component of the work (SE/EE in charge of Work shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General / specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

17.1.3 The tenderer must associate with himself, agencies of the appropriate class or experience eligible to tender for each of the minor component individually.

17.1.4 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work.

17.1.5 After acceptance of the tender by competent authority, the EE in charge of the work shall issue letter of award on behalf of the President of India.

17.1.6 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.

17.1.7 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined below and has to submit detail of such agency(s) to Engineer-in-charge within 15 days of award of work. Name of the agency(s) to be associated shall be approved by Executive Engineer(E) of minor component(s) .

17.1.8 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of competent authority, who had earlier approved the same. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

17.1.9 The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to EE. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

17.1.10 It will be obligatory on the part of the firm/ agency to sign the tender documents for all components before the first payment is released.

CORRECTION	NIL	INSERTION	NIL
CUTTING	NIL	OVERWRITING	NIL

**PROPOSAL FOR ASSOCIATING ELECTRICAL AGENCIES for ELECTEICAL  
INSTALLATION, AND DOWN COMER**

We hereby propose the following electrical agencies as per details mentioned against each. Their consent letters are also attached as per Annexure II

S No.	Name of electrical contractor/ Firm	Category and class of registration in CPWD/ Work experience	Registration No.	Monetary limit of work	Validity of registration	Consent letter attached (yes/No)
1.						
2.						
3.						

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

Contractor's signature



**Annexure II****CONSENT LETTER**

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

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

Signature of Electrical contractor

Memorandum of understandingRs. 100/- Non-judicial stamp

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

**Between**

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

**And**

M/s \_\_\_\_\_ (Associate contractor) registered in AIIMS as class : \_\_\_\_\_ Electrical contractor and having his registered office at \_\_\_\_\_ which expression shall unless repugnant to the subject or context include its administrators, successors and assign.

**Whereas**, the ABEU , have issued tender papers to quote for the following work to M/s \_\_\_\_\_(Main Contractor).

**Name of work:** **“Annual Comprehensive Maintenance of 09 Nos lifts of KONE Make installed at Medical Collage, UG men’s, UG women’s & Ayush Building at AIIMS Bhopal”**

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

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

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

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

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

CORRECTION	NIL	INSERTION	NIL
CUTTING	NIL	OVERWRITING	NIL

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

In witness whereof we have put our hand seal on date \_\_\_\_\_.

**Enclose:** - Schedule of rates.

Signature  
(Associate Contractor)

Address : \_\_\_\_\_

Address : \_\_\_\_\_

Signature  
(Major Contractor)

**GENERAL TERMS AND CONDITIONS**  
**APPLICABLE FOR ALL E&M COMPONENTS**

**1. GENERAL**

The work shall be generally carried out in accordance with tender/bid specifications and the following specifications / rules.

- a) CPWD General Specifications for Electrical work Part I Internal – 2013, as amended upto date
- b) CPWD General Specifications for Electrical work Part II External - 1995, as amended upto date
- c) Commercial and Additional conditions for this work.
- d) The Indian Electricity Act, 2003, as amended upto date
- e) Indian Electricity Rules 1956 amended upto date

**Order of Preference:**

Should there be any difference or discrepancy between the description of items as given in the Schedule of Quantities, technical specifications for individual items of work (including additional and commercial conditions) and IS Codes etc., the following order of preference shall be followed:

- a) Schedule of quantities
- b) Commercial and Additional conditions for this work
- c) General Conditions of Contract for CPWD Works
- d) CPWD General Specifications
- e) Relevant IS or any other International code in case IS code is not available.

These Commercial and Additional conditions are to be read in conjunction with above and in case of variations, specifications given in these additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications and conditions, as the same are to be read along with schedule of quantities for the work.

- This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, commissioning putting into operation of equipment of all E&M components of the tender
- The tenderer should in his own interest visit the site and get familiarize with the site conditions before tendering.
- No T & P shall be issued by the Department and nothing extra shall be paid on account of this.

**2. COMMERCIAL CONDITIONS**

Type of Contract: The work to be awarded by this tender shall be treated as indivisible works contract.

- 3. Income tax, work contract tax, labour cess & other statutory deductions etc. shall be made at source as per the prevalent laws. The deductions of Security Deposit, Income-Tax, Works Contract Tax etc. shall be done after calculation of the due payments and net payment shall be reduced accordingly.

**4. RATES**

**4.1** The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract tax, labour cess), duties levies, octroi etc. and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site including temporary construction of storage, risks, over head charges, general liabilities/obligations and excluding Service Tax. However EPF and ESIC shall be initially paid by the contractor and shall be reimbursed to him by the department after verification of payment receipts etc.

**4.2** The department will not issue Octroi exemption certificate.

**4.3** The contractor has to carry out preventive maintenance and service as per manufacturer's standards for a period of 12 months from the date of handing over. Nothing extra shall be paid on this account.

CORRECTION	NIL	INSERTION	NIL
CUTTING	NIL	OVERWRITING	NIL

**4.4** In case the same item appears more than once in the schedule of work under the same sub head or among the different subhead of works, the lowest rate quoted for that item elsewhere shall be considered for other items also during evaluation of tender.

## **5. COMPLETENESS OF TENDER**

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

## **6. STORAGE AND CUSTODY OF MATERIALS**

The space, if available, may be used for storage of sundry materials and erection equipments or else the agency has to make his own arrangements. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department.

## **7. CARE OF THE BUILDING:**

Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work. 8

## **8. COMPLETION PERIOD**

The completion period indicated in the tender documents is for the entire work of planning, designing, approval of drawings etc., arrangement of materials & equipments, delivery at site including transportation, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.

## **9. GUARANTEE**

**9.1** All equipments shall be guaranteed for a period of 12 months, from the date of taking over the installation by the department, against unsatisfactory performance and/or breakdown due to defective design, workmanship or material. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in Charge. In case, it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final & binding on the contractor.

**9.2** The tender shall guarantee among other things, the following:

- a. Quality, strength and performance of the materials used as per manufacturers standards.
- b. Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- c. Satisfactory operation during the maintenance period.

**9.3** Testing of quality of Treated Water from STP. The quality of filtered water from the sewage treatment plant shall be got checked for characteristics like P.H, BOD, COD, TSS Oil and grease, Hardness, NH<sub>4</sub>-N, N- total and Faecal Coliform etc., Water quality analysis shall be got done at the time of commissioning of the STP and subsequently at least once in three months by the contractor or as decided by the Engineer-in-charge from State/ Central Government owned Public Health Care Departments or boards/ Pollution Control boards/ or Government testing laboratories during the defect liability period and Comprehensive maintenance contract period. The contractor shall make all arrangements for the testing which include collection of samples, sending samples and collection of reports etc., The expenditure incurred for such tests during initial commissioning and during the defect liability period are not reimbursable. However, the fee paid for testing during Comprehensive maintenance contract period shall be reimbursed to the contractor on submission of the receipt of lab. The reports and the record of such tests shall be maintained and shall be handed over to the department.

## **10. POWER SUPPLY:**

The contractor has to make his own arrangement for power supply required for execution of the work.

CORRECTION	NIL	INSERTION	NIL		
CUTTING	NIL	OVERWRITING	NIL	AE(P)	EE(P)

**11. WATER SUPPLY:**

The contractor has to make his own arrangement for water supply required for execution of the work.

**12. PREFERRED MAKES OF VARIOUS EQUIPMENTS:**

The preferred makes of various equipments/components/accessories have been indicated in "Preferred Makes" in appendix attached with the tender documents. The tenderer shall work out the cost of the offer on this basis. Any other makes are not acceptable.

**13. DATA MANUAL AND DRAWINGS TO BE FURNISHED BY THE TENDERER:**

**13.1 After award of work**

The successful tenderer would be required to submit the following drawings after award of work for approval before commencement of installation.

- a) General arrangement drawing of all equipments of E&M components as per individual E&M component
- b) Details of foundations for the equipments and the weights of assembled equipments.
- c) Dimensions and position of all tanks viz. Equalisation tank, MBBR/ FAB/ FMR tank, Tube settler, Sludge tank, Treated water tank etc., for construction by civil contractor.
- d) Any other drawings necessary for the job.

**14.** The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturers for all items of equipments regarding installation, adjustments operation and maintenance including preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue etc. all in triplicate.

**15. EXTENT OF WORK**

**15.1** The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by the department. The term complete installation shall not only mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract .

**15.2** The cables and other items shall be brought at site after taking correct measurements

**15.3** In addition to supply, installation, testing and commissioning, of all E&M equipment, following works shall be deemed to be included within the scope of work to be executed by the tenderer of this job.

- a) Minor building works necessary for installation of equipments, foundation, making of opening in walls or in floors and restoring them to their original condition finish and necessary grouting etc. as required.
- b) All necessary supports may be arranged.
- c) Testing of PTs/CTs for metering & protection purpose & relay calibration & setting.

**16. Exclusion and work to be done by other agencies:**

The following shall be excluded from the scope of the work:

- a) Major dismantling of any existing building work.
- b) Electricity supply in sub-station building.

**17. COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS:**

**17.1** All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:

- i) Factories Act.
- ii) Indian Electricity Rules.

CORRECTION	NIL	INSERTION	NIL	
CUTTING	NIL	OVERWRITING	NIL	AE(P) EE(P)

- iii) B.I.S. & other standards as applicable.
- iv) Workmen's compensation Act.
- v) Statutory norms prescribed by local bodies like ,MPPCB,CEA, Power Supply Co., etc.

**17.2** Before execution contractor submit the design & drawing before design contractor take the influent 4 to 5 sample in alternate day and send the laboratory and as per report be take input design data.

**17.3** Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

**18. INDEMNITY:**

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

**19. ERECTION TOOLS:**

No tools and tackles either for unloading or for shifting the equipments for erection purposes would be made available by the department. The successful tenderer shall make his own arrangement for all these facilities.

**20. COOPERATION WITH OTHER AGENCIES:**

The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of buildings, if any, and exchange freely all technical information so as to make the execution of this work/contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the tenderer himself.

**21.** The work will be carried out with least disturbance during shifting & shut down taken in consultation with the client department.

**22. INSURANCE AND STORAGE:**

All consignments are to be duly insured upto the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

**23. VERIFICATION OF CORRECTNESS OF EQUIPMENT AT DESTINATION:**

The contractor shall have to produce all the relevant records to certify that the genuine equipments from the manufacturers has been supplied and erected.

**24. PAINTING:**

This shall include cost of painting of the entire installation. The major equipments like HT panel, transformers, L T panel, bus duct, cable trays etc. shall be factory final finish painted. The agency shall be required to do only touching to the damages caused to the painting during transportation, handling & installation at site, if there is no major damage to the painting. However hangers, supports etc. of bus trunking & cable tray etc. shall be painted with required shade including painting with two coats of anticorrosive primer paint at site.

**25. TRAINING:**

The scope of works includes the on job technical training of four to six persons of client Department at site. Nothing extra shall be payable on this account.

CORRECTION	NIL	INSERTION	NIL
CUTTING	NIL	OVERWRITING	NIL

**26. MAINTENANCE:**

Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation. The maintenance, routine as well as preventive, for one year from the date of taking over the installation as per manufacturer's recommendations shall be carried out as per OEM standards.

**27.** Approval of drawings, makes and models of equipment/materials for all E&M components :

**27.1** The agency shall submit drawings and details such as makes and models of the equipments/materials offered by him along with specifications for all E&M components to the Engineer-in-charge of the work, before ordering the equipment/materials for approval of the department.

**27.2** The Engineer-in-charge shall scrutinize the proposal and approve the makes and models which are acceptable as per the schedule, specifications, conditions of the agreement and inform the agency for procurement.

**27.3** After approval of the equipment/materials by the department, the agency shall procure the equipment/materials from the OEM/authorized distributor/dealer as the case may be:

**28.** Adequate care that only tested and genuine materials of proper quality are used in work shall be ensured by firm. The firm shall also ensure that:

- i. Material will be ordered & delivered at site only with the prior approval of the department to ensure timely delivery.
- ii. As and when the order is placed for the fittings/ fixtures, cables, switchgears, poles, other main items etc, its copy shall be endorsed to the CPWD Engineer-in-charge.
- iii. Inspection at factory or at godown, if required, shall be arranged by the firm for a mutually agreed date.
- iv. Delivery of material shall be taken up only with the consent of department, after clearance of the material.
- v. Department shall reserve the right to waive inspection in lieu of suitable test certificate, at its discretion.
- vi. All the materials to be supplied by the contractor shall be procured & brought to site as per requirement at site of work in consultation with department so that these materials are not damaged & their manufacturer's warrantee is not lost.

**29. Safety Codes & Statutory Regulations:**

a. Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

b. Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs.1000/- for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

**30. Payment terms:-**

No advance payment shall be made. Prorata payment as per the following conditions shall be made.

CORRECTION	NIL	INSERTION	NIL	
CUTTING	NIL	OVERWRITING	NIL	AE(P) EE(P)



**ADDITIONAL SPECIFICATION AND CONDITIONS**

1. Period of contract is valid for 12 months from the date of acceptance of the contract but it is extendable with mutual consent.
2. The firm shall depute trained supervision staff for the maintenance and upkeep of the lifts in the operating conditions.
3. The technician / lift mechanic of the firm shall visit at least once a month and make entries in the logbook (to be provided by the department) of the service and other works carried out by him. The lift mechanic of the company shall certify in the logbook that the lift “is fit for use” and that all the safety devices are working. He shall also mention his name with dates and time in the logbook.
4. Besides the periodical visit the complaint lodged over telephone shall be made by the officials of department viz Assistant Engineer (E), Junior Engineer (E), lift operator or by the client department and the same will be entered in the logbook and the said complaint must to be attended within 6 working hours by the firm.
5. The department will make payments to the contractor on the rate approved in the agreement, if the efficiency of the lift is 90% or more. If the performance is less than 90% then proportionate payment shall be made. If the lift efficiency is less than 90% the payment shall be made as below method:
  - a. Let, Monthly payment due is A
  - b. Percentage of efficiency 85%
  - c. Proportionate payments 0.85x A
  - d. Relaxation is permissible to the extent and on the items indicated in Annexure “A”
6. The maintenance, routine as well as preventive care shall be carried out as per manufactures standard practice.
7. The firm shall be responsible to carry out the following but not limited to except otherwise stated, free of cost during maintenance contract, replacement of:
  - a. All parts of main control panel i.e. relay, relay coils, moving contact/ fixed contact, landing locks, rectifiers, transformer, indicating light, rewinding of motor, transformer and other items covered under maintenance schedule.
  - b. Replacement / Repair of control board of lift, DC motor, AC motor, gear box, DC generator, safety devices, ARD of all lifts, indication lamps, guide rail, steel ropes, flywheel sheave.
8. The existing parts required to be replaced shall be replaced with existing make and specifications of the part. The rates agreed for comprehensive maintenance will be such that the dismantled material will not be returned to the department. However the dismental material will be removed from site only after approval of Assistant Engineer (Electrical).
9. For replacement: Cabin fan and lamps shall be supplied by the Department, but replacement job will be carried out by the firm.
10. Following works are excluded from the scope of this comprehensive contract. Hung Ceiling, Light Diffusers, Light Bulbs, Fluorescent Tubes, Handrails, Chokes, Mirrors, Floor Coverings, Carpets, Other Architectural Features, Safety Shoe Noses, Batteries, External Wiring to Elevator and Machine Room”.
11. In the event of mishap / accident, caused not due to the user / lift operator, than the firm shall stand responsible on any damage / injury to his staff and equipments.

CORRECTION	NIL	INSERTION	NIL
CUTTING	NIL	OVERWRITING	NIL

**Points Valid for availing relaxation as below:**

The Following relaxation in computing of efficiency will be given <b>Due to break down / failure</b>	No. of days
Rewinding of DC Hoist Motor, AC motor, replacement of brush, bearings, repair of armature.	3 days
Replacement of carbon brush, replacement of rectifier, replacement / repair of thyristor panel	1 day
Repair of gear box	2 days
Replacement of sheave and steel rope	2 days
Replacement of steel rope, chain, tape of selector, governor	1 days
Replacement of brake shoe lining	1 day
Replacement of trailing cable	3 days
Rewinding, repair of brake motor, door drive, cam motor	1 day

**Inventory of Lifts under Comprehensive Maintenance:**

Sl. No.	Capacity	S. No.	Location	Make
1.	13 passenger	103534589	UG Men’s Hostel	Kone Elevator
2.	13 passenger	103534591	UG Men’s Hostel	Kone Elevator
3.	13 passenger	103534587	UG Women’s Hostel	Kone Elevator
4.	13 passenger	103534590	UG Women’s Hostel	Kone Elevator
5.	21 passenger	103624517	Medical collage front side	Kone Elevator
6.	21 passenger	103624518	Medical collage front side	Kone Elevator
7.	21 passenger	103648110	Medical collage back side	Kone Elevator
8.	21 passenger	103648111	Medical collage back side	Kone Elevator
9.	20 passenger	103652668	Ayush Building	Kone Elevator

Executive Engineer  
ABEU, AIIMS BHOPAL

**SCHEDULE OF WORK**

Name of work : Annual comprehensive maintenance of 9 Nos. of Lift of Kone make installed in medical college, UG Men & UG women hostels and Ayush building at AIIMS Bhopal .

Sr. NO.	Description of Work	QTY		RATE	Unit	AMOUNT
1	<p>Comprehensive maintenance of M/s Kone make 21 Passenger Lifts, installed at AIIMS <b>Medical collage Building</b> which include routine, preventive and breakdown maintenance i/c. repair/replacement of worn out items/ parts with minimum down time without changing original design and warranty and guarantee of repaired /replaced items etc. as required with following specifications:-</p> <p>(i) Speed = 1.6 mtrs/sec                      (ii) Travel= about 15.6 mtrs                      (iii) Floor= Gr+4                      (iv) Stops &amp; Openings = 5 stops, 5 openings (All opening on the same side)                      (v) Controller = AC variable voltage &amp; variable frequency                      (vi) Operation = Microprocessor based duplex full collective with digital closed loop feed back                      (vii) Type of doors= Two speed two panel central opening brushed stainless steel finish</p>	4	Nos.	145725.00	For 12 months	582900.00
2	<p>Comprehensive maintenance of M/s Kone make 13 Passenger Lifts, installed at AIIMS <b>UG Womens &amp; UG Mens hostel Building</b> which include routine, preventive and breakdown maintenance i/c. repair/replacement of worn out items/ parts with minimum down time without changing original design and warranty and guarantee of repaired /replaced items etc. as required with following specifications:-</p> <p>(viii)Speed = 1.6 mtrs/sec                      (ix) Travel= about 18.36 mtrs                      (x) Floor= Gr+6                      (xi) Stops &amp; Openings = 7 stops, 7 openings (All opening on the same side)                      (xii) Controller = AC variable voltage &amp; variable frequency                      (xiii)Operation = Microprocessor based duplex full collective with digital closed loop feed back                      (xiv) Type of doors= Two speed two panel central opening brushed stainless steel finish</p>	4	Nos.	104567.00	for 12 months	418268.00

Sr. NO.	Description of Work	QTY		Rate	Unit	Amount
3	Comprehensive maintenance of M/s Kone make 20 Passenger Lifts, installed at AIIMS <b>Ayush Building</b> which include routine, preventive and breakdown maintenance i/c. repair/replacement of worn out items/ parts with minimum down time without changing original design and warranty and guarantee of repaired /replaced items etc. as required with following specifications:- (xv) Speed = 1.00 mtrs/sec (xvi) Travel= about 3.6 mtrs (xvii) Floor= Gr+1 (xviii) Stops & Openings = 2 stops, 2 openings (All opening on the same side) (xix) Controller = AC variable voltage & variable frequency (xx) Operation = Microprocessor based duplex full collective with digital closed loop feed back (xxi) Type of doors= one speed one panel opening brushed stainless steel finish	1	Nos.	104567.00	for 12 months	104567.00
	<b>Total</b>					<b>1105735.00</b>