

अखिल भारतीय आयुर्विज्ञान संस्थान, विजयपुर, जम्मू-181134

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, VIJAYPUR, JAMMU-181134

(पीएमएसएसवाई, एमओएच एंड एफडब्ल्यू, भारत सरकार के तहत एक केंद्रीय स्वायत्त निकाय)

(A Central Autonomous Body under PMSSY, MoH&FW, Government of India)



Notice Inviting Tender

NIT NO- AIIMS/JMU/Engg-Wing/O/2026/01

Name of work:

Round the Clock operation of the HVAC system Installed at AIIMS Vijaypur, Jammu for one year.

INDEX

S No.	Contents	Page Nos.
1.	Cover Page	01
2.	Index	02-03
3	Critical Dates	04
3	Notice Inviting Tender (CPWD 6)	05-13
4.	Information & instructions for Bidders	14-52
<u>5</u>	General Conditions	
5.1	General Conditions for Manpower	53-59
5.2	Operation and Management of Service Centre	60-61
5.3	List of Buildings	62
<u>6.</u>	<u>Scope and Maintenance Specific Details</u>	63
	Performa of Schedule 'A to F'	
	Scope	64-67
	Manpower Qualification with general rules and system details	68-74
	ANNEXURE-1(Shift Detail & Duties and responsibilities HVAC Inventory & List of testing & Measuring Equipment to be Provided by Contractors and Schedule of Quantity)	75-80
6.3.3(l)	Recovery Conditions	81-82

7	OTHER CONDITIONS OF CONTRACT	83--86
8	Checklist For Bidders	87
9	Integrity Pact	88-95

S.no.	Description	NIT Details
1.	Date of Issue/Publishing	18/05/2026 17.00 Hrs
2.	Number of Covers	02(Two): -Cover-I (Technical Bid) and Cover-II (Financial Bid)
3.	Bid Document Download Starting Date	18/05/2026 17.15 Hrs
4.	Bid Submission Starting Date	18/05/2026 17.20 Hrs
5.	Pre-Bid Meeting (For any query Related to tender)	Will be held in person at Committee Room, 5 th Floor, Procurement Section, Academic Block AIIMS, Vijaypur, Jammu on dt
6.	Bid Submission End Date	15/06/2026 11.00 Hrs
7.	Date and Time of Opening of Technical Bids (Cover-I)	
8.	Estimated Cost	Rs 31,57,387/-
9.	EMD (Earnest Money Deposit)	Rs. 63,148/-(In the form of FDR or BG with validity of 45 days beyond the date of bid validity)
10.	Performance Bank Guarantee	Rs. 1,57,870/-(In the form of FDR or PBG)
11.	Bid Validity	180 days from the tender opening date.
12.	Contact e-mail Id (For any query related to this tender)	Pankaj.chalaria@aiimsjammu.edu.in Contact No. 9816656461 Sanjeev.kumar.3@aiimsjammu.edu.in Contact No 9622101994
13.	Bank details for EMD and PBG	Account Name: All India Institute of Medical Sciences, Vijaypur Account No.: 41945059148 IFSC Code: SBIN0017695 Bank Name: State Bank of India Branch: HNI Branch, Rail Head Complex, Bahu Plaza, Jammu

3. CPWD 6 (NOTICE INVITING TENDER)

1. Item rate/percentage rate bids are invited on behalf of ED & CEO, AIIMS Vijaypur, Jammu from approved and eligible contractors of CPWD and those of appropriate list of M.E.S., BSNL, Railway and any Central Government / State Government, Central PSU / State PSU & Autonomous Body of appropriate class in Building and Roads category for the work of “Comprehensive Operations & Maintenance of HVAC works for a period of 01 years. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

Sl. No	Name of Work	Place of work	State/U T	Estimated Cost (Including GST)	Bid Security Cost
1.	Round the Clock operation of the HVAC system Installed at AIIMS Vijaypur, Jammu for one year.	AIIMS Vijaypur, Jammu	Jammu and Kashmir	Rs. 31,57,387/-	Rs. 63,148/-

1.1 The Composite Estimated Cost of work is Rs. 31,57,387/-. This Cost Estimate, however, is given merely as a rough guide.

1.1.1 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:

Criteria of eligibility for submission of bid documents

1.2.1 Conditions for CPWD as well as non-CPWD Contractors,

- (a)** (i) Three similar works (Comprehensive O&M) each of value not less than 40% of the estimated cost put to Tender crores within last 07 years up to 31 March 2026.
or
(iii) Two similar works (Comprehensive O&M) each of value not less than 60% of the estimated cost put to Tender crores within last 07 years up to 31 March 2026.
or
(iii) One similar work (Comprehensive O&M) each of value not less than 80% of the estimated cost put to Tender crores within last 07 years up to 31 March 2026

S . N o .	Component of Works/ Sub Head	Estimated cost of Sub Head Rs. (in Lakhs)	Definition of Similar work
1	HVAC	Rs.31,57,387/-	Similar work shall mean “Operation, Maintenance of Central AC Plant with capacity of individual chiller not less than 500 TR.”

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of bid.

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 bidding in AIIMS Jammu 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) Agreement shall be drawn with the successful bidder on prescribed Form No. CPWD 8 (as amended up to last date of submission of bid) which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.

2. The time allowed for carrying out the work will be 12 months from the date of start as defined in schedule 'F' or from the date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
3. The site for the work is available.
4. The bid documents 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 2023 (Maintenance) can be seen on website www.eprocure.gov.in free of cost whereas, Standard General Conditions of Contract 2023(Maintenance) can be referred to from Publications available on CPWD Portal i.e. www.cpwd.gov.in free of cost.
5. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
6. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
7. Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for amount as prescribed) from any of the Commercial Banks (drawn in favour ED and CEO AIIMS, Vijaypur, Jammu) shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited in the office of Executive Engineer (Civil) AIIMS Vijaypur, Jammu within the period of bid submission.
8. The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system, earnest money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation
9. Copy of Enlistment Order and certificate of work experience and other documents as specified in the notice inviting e- tender shall be scanned and uploaded on the e- Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in e- tender notice shall have to be submitted by the lowest bidder 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, who has deposited EMD with any division of CPWD and other documents scanned and uploaded are found in order.

10. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid documents.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
- (iv) If a tenderer quote nil rates against each item in item rate tender, the tender shall be treated as invalid and not considered lowest tender.
- (v) The documents scanned and uploaded by the participated agency should be in the proper format (JPG format and PDF format). In case during the opening of tender and downloading the documents, if the documents uploaded by the firm are not downloadable or not openable or not readable, then the agency will be disqualified, and this shall be responsibility of the contractor and the department will not entertain any request in this regard.

11. The contractor whose bid is accepted will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in schedule E and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks 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 ensure the compliance of aforesaid provisions by the sub- contractors, if any engaged by the contractor for the said work within the period specified in Schedule F.

12. The description of the work is as follows:

“ Round the Clock operation of the HVAC system Installed at AIIMS Vijaypur, Jammu for one year..”

Intending bidders are advised to visit and examine the site and its surroundings, and to satisfy themselves, prior to submitting their bids, regarding the nature and condition of the site, access routes, and any facilities or accommodations they may require. Bidders shall obtain for themselves all necessary information concerning risks, contingencies, and any other circumstances that may influence or affect the preparation of their bid. A bidders

shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all tools required for operation of system 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.

13. The competent authority on behalf of ED& CEO, AIIMS Jammu does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
15. The competent authority on behalf of ED& CEO, AIIMS Jammu 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.
16. The contractor shall not be permitted to bid for works in AIIMS Vijaypur Jammu responsible for award and execution of contracts in which his near relative is posted as Accounts Officer or as an officer posted in AIIMS Jammu who is in direct line of supervision administration of this contract. The contractor 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 officer in the AIIMS Vijaypur, Jammu or in the MoH&FW.
17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India/ State Government/ Autonomous Body 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/ State Government/ Autonomous Body 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/ State Government/ Autonomous Body as aforesaid before submission of the bid or engagement in the contractor's service.
18. The bids for the work shall remain open for 75 (seventy-five) days from the date of opening of technical bids in case bids are invited in 2 or 3 bid system.

Further

- i. If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice

- to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
- ii. If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - iii. In case of forfeiture of earnest money as prescribed in para (I) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.
19. This notice inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
- (a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.
20. Integrity Pact: The contractor shall download the Integrity Pact, which is a part of tender documents, affix his signature in the presence of a witness, and upload the same while submitting online bids for all works of estimated cost put to tender equal or more than the threshold value given in Schedule-F. In the event of his failure to sign and upload the Integrity Pact along with other bid documents, his bid shall be rejected.
21. It is mandatory for all the bidders to have class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption in the name of authorized signatory (who will sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering of AIIMS. The authorized signatory holding Power of Attorney shall only be the Digital Signatory. In case authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

To participate in the bidding, it is mandatory for the Bidders to get registered their firm at e-procurement portal <https://eprocure.gov.in/eprocure/app> to have user ID & password which has to be obtained free of cost. Following may kindly be noted:

- (i) Registration with e-procurement portal should be valid at least up to the date of submission of BID.
- (ii) BIDs can be submitted only during the validity of registration. The Bidders shall update their project and other details on the portal on a regular basis and apply to the tenders via the portal.

E-Tender Service Provider:

E-Procurement portal developed by National Informatics Centre (NIC)

21. Critical The amendments/clarifications to the Bid Document if any shall be hosted on said websites.

1. The bidders will be allowed to download the bid documents up to_____. The downloading facility of bids on e-tendering portal will be made available even if the day prior to the bid due date falls on Saturday/Sunday/Holiday.
2. Bidder shall submit the following documents online: 4.
 - i) Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid.
 - ii) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects.
 - iii) Proof of online payment for bid document fee.
 - iv) Proof of Earnest Money/Bid Security payment (Bank Guarantee/E- Bank Guarantee/FDR) and undertaking (In case of FDR as per Format)

The last date for online submission of the Bid is_____upto ____(as mentioned on the e-portal only) (“Bid Due Date”). Bidder must submit its Financial Bid and Technical Bid on CPPP e-procurement portal within the above deadline.

5. The bids would be opened on_____Hrs online at AIIMS Jammu, representatives of the bidders (maximum of two) who choose to attend, may attend the online opening of the bids at ____on the date and time as mentioned above.
6. The Bids shall be submitted online on the said websites in the prescribed format given on or before the date and time as mentioned above for opening of Bid. No other mode and time of submission is acceptable. The Technical Bid shall be opened online only, and subsequently financial bid shall be opened online, only of those bidders whose technical bid is found responsive.
7. Representatives of the bidders (maximum up to two) who choose to attend

may attend the online opening of the bids at Regional Office, Manipur on the date and time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letter head of the bidder, at the time of opening of bids as mentioned above.

8. It is clarified that, the bidders have to upload the details of cost of bid document, on or before the last date & time of sale of bid documents mentioned above on the e-tendering portal, otherwise, it will not be possible for them to upload the e-tender documents on the e-tendering portal. Bidders are advised to upload their bids well in time, to avoid last minutes' rush on the server or complications in uploading. AIIMS, in any case, will not be responsible for any type of problem in uploading the bid.
9. Submission of the Bids after the Bid Due date and time shall not be permitted. Time being displayed on e-tendering portal of AIIMS or CPP Portal ("Standard Time") shall be final and binding on Bidders. Bids are required to be submitted by Bidders, only as per the Standard Time and not the time as per their location/ country.
10. The Bidders are advised to submit their Bids well before the Bid Due Date. The Authority shall not be responsible for any delay in submission of Bids

for any reason including server and technical problems. AIIMS Jammu reserves the right to accept or reject any or all Bids without assigning any reason thereof.

11. In case of any problem with the submission of the Bid, the Bidder may have the assistance of help desk or use the help manual given on the said website.

12. The pre-bid meeting will be held on _____ at AIIMS Vijaypur, Jammu (Jammu and Kashmir)

13. Address for communication/ clarification if any;

Superintending Engineer,
AIIMS Vijaypur, Jammu
Jammu and Kashmir – 184120

14. Conditional bids would be rejected.

22. Disclaimer:

- i) The work may be required to be partially executed or may not be executed at all by AIIMS Jammu. No claim whatsoever from any of the selected bidders on this account shall be entertained in this regard.
- ii) AIIMS Jammu reserves the right to accept/reject any or all the bids without assigning any reasons thereof.
- iii) AIIMS Jammu reserves the right to issue foreclosure of the subject work at any time as per the site requirement considering the larger interest of the AIIMS Jammu without assigning any reason whatsoever.
- iv) Notwithstanding anything to the contrary contained in this Agreement, in the event of default by the Contractor in discharging the obligations specified in the bid documents, the AIIMS Vijaypur Jammu shall get these maintenance works completed in the manner recommended by the Engineer-in-Charge to avoid public inconvenience at the risk and cost of the defaulting Contractor in order to keep the Hospital and other services functional and in serviceable conditions.
- v) The Risk and Cost maintenance work will be executed in line with terms and conditions of the contract as stipulated in the bid documents.

Certified that this N.I.T. contains 1 to 13 pages (including this page)

NIT NO- AIIMS/JMU/Engg-Wing/O&M/2026/ ____

Date: _____

Email: Hem.raj@aiimsjammu.edu.in

Superintending Engineer
AIIMS Vijaypur, Jammu

4. INFORMATION AND INSTRUCTIONS FOR BIDDERS

Superintending Engineer (SE), AIIMS Vijaypur, Jammu on behalf of the Executive Director & Chief Executive Officer (ED & CEO) AIIMS Vijaypur, Jammu, (e-mail ID: Hem.raj@aiimsjammu.edu.in) invites online Item rate composite bid from the approved and eligible enlisted contractors of CPWD, MES, BSNL, Railways and other Central Government / State Government Departments, Central / State PSUs & Autonomous Body dealing with Buildings and Roads for the following work(s): -

S. No.	NIT No.	Name of Work and Location	Estimated Cost put to bid (Rs)	Earnest Money	Stipulated Period of Completion of Work (Months)	Last date of online submission of bid, copy of receipt of deposition of original EMD and other documents as specified in the bid documents.	Date & time of opening of bid
1	2	3	4	5	6	7	8
1	AIIMS/JMU /Engg-Wing/O &M/ 2026/___	Round the Clock operation of the HVAC system Installed at AIIMS Vijaypur, Jammu for one year.	Rs. 31,57,387/-	Rs. 63,148/-			

1. **Section-I**

1.1 Contractors who fulfil the following requirements shall be eligible to apply. Joint ventures are not accepted.

- a) (i) Three similar works (Comprehensive O&M) each of value not less than 40% of the estimated cost put to Tender crores within last 07 years up to 31March 2026
or
(ii) Two similar works (Comprehensive O&M) each of value not less than 60% of the estimated cost put to Tender crores within last 07 years up to 31 March 2026
or
(i) One similar work (Comprehensive O&M) each of value not less than 80% of the estimated cost put to Tender crores within last 07 years up to 31 March 2026
- OR**
- b) (i) Should have constructed at least three such Building infrastructure projects (Hospital Projects) each costing not less than 480 crores within last 07 years up to March 2026 **or**

(ii) Should have constructed at least two such Building infrastructure projects (Hospital Projects) each costing not less than 720 crores within last 07 years up to March 2026 **or**

(iii) Should have constructed at least one such Building infrastructure project (Hospital Project) costing not less than 960 crores within last 07 years up to March 2026.

Similar work shall mean works of Comprehensive Operation and Maintenance or Execution of HVAC System of Hospital Project(s). The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum.

- (i) Should not have incurred any loss (profit after tax should be positive) in more than two years during the last five consecutive financial years ending March 2026, duly audited and certified by the Chartered Accountant.
- (ii) Should have a Banker's Certificate from a commercial Bank for an amount equal to 40% of the Estimated Cost put to the Tender (ECPT)
or
Net Worth certificate from CA with Unique Document Identification Number (UDIN) of minimum 10 % amount of ECPT (Scanned copy of original to be uploaded).
- (iii) Should have bidding capacity equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

Bidding Capacity = {[A x N x 1.5] - B} Where,

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

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

B = Value of existing commitments of ongoing works during the period of execution of work for which bids have been invited.

- (iv) Evaluation of performance: Evaluation of the performance of contractors for eligibility shall be done by NIT approving authority or a Committee constituted by him. All the eligible similar works executed and submitted by the bidders in support of eligibility and any one of the ongoing works, may be got inspected by a committee which may consist of client or any other authority as decided by NIT approving authority. The marks for the quality shall be given based on this inspection, if inspection is carried out. Scoring method of evaluation:

-

The scoring for evaluation mentioned shall be done as given in Proforma - I.

- c) 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.
- d) Information and Instructions for bidders posted on web site shall form bid document.
- e) 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.eprocure.gov.in free of cost.
- f) But the bid can only be submitted after obtaining receipt of deposition of original EMD in the office of SE, AIIMS, Vijaypur, Jammu within the period of bid submission and uploading the mandatory scanned documents such as Insurance Surety Bonds, Account Payee Demand draft or Bankers Cheque or Fixed Deposit Receipts or/and Bank Guarantee (for the prescribed amount) from any of the Commercial Bank towards EMD in favour of SE, AIIMS Vijaypur, Jammu as mentioned in NIT.
- g) Those contractors not registered on the website www.eprocure.gov.in, are required to get registered beforehand. It is mandatory for all the bidders to have class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption in the name of authorized signatory (who will sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e- tendering. The authorized signatory holding Power of Attorney shall only be the Digital Signatory. In case authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- h) The intending bidders must have valid class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption in the name of authorized signatory (who will sign the Bid) to perform any operations/transactions on e-procurement portal www.eprocure.gov.in/eprocure/app to have user ID & password which has to be obtained free of cost. Following may kindly be noted:
- i) Registration with e-procurement portal should be valid at least up to the date of submission of BID.
- ii) BIDs can be submitted only during the validity of registration. The Bidders shall update their project and other details on the portal on a regular basis and apply for the tender via the portal.

E-Tender Service Provider:

E-Procurement portal developed by National Informatics Centre (NIC).

- i) On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
- j) The contractor can upload documents in the form of JPG and PDF format.
- k) Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 7 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.
- l) The Technical Bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
- m) Pre-Bid conference shall be held in the in the conference Hall, Administration Building 6th Floor on _____ to clear the doubt of intending bidders, if any.
- n) 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.

List of Documents to be scanned and uploaded within the period of bid submission (if any agency failed to submit the copies of the following documents, then his/her/their tender shall be treated as rejected):

- I. Enlistment Order of Central Government / State Government, Central PSU / State PSU & Autonomous Body
- II. Copy of receipt for deposition of original EMD to division office of any EE, CPWD.
Scanned copy of original Bank Guarantee including e-Bank Guarantee of any commercial Bank against EMD.
- III. Certificates of Work Experience.
- IV. Certificate of Financial Turnover from CA.
- V. Banker's Certificate or Net Worth Certificate
- VI. Any other Document as specified in the NIT
- VII. Affidavit as per provisions of clause 1.2.3 of CPWD-6

- VIII. GST registration Certificate, if already obtained by the bidder.

If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents.

"If work is awarded to me, I/we shall obtain GST registration certificate as applicable within one month from the date of receipt of award letter or before release of any payment by AIIMS, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by AIIMS or GST department in this regard".

- IX. Integrity Pact signed by the bidder in the presence of a witness for works equal to or above the

- threshold value given in Schedule-F.
- X. Deleted.
 - XI. Deleted.
 - XII. Bidding capacity as per Form C-3
 - XIII. Valid Electrical Contractor License or undertaking that “I/We shall either obtain valid electrical license at the time of execution of electrical work or associate an approved and eligible contractor of in appropriate class having valid electrical contractor license”.
 - XIV. An undertaking that if “I/We shall become the lowest tenderer, then I/We shall submit the documents such as consent letter of Associated Agencies as per Form ‘A’, Work Experience Certificate of specialized agency/documentary evidence of OEM / Authorized Service Provider, GST, EPF, ESIC as per the eligibility criteria mentioned in the “special conditions of NIT for association of specialized agencies/OEM for Specialized E&M Work” within 10 days after award of work otherwise work under particular specialized E&M for which required documents of associated agency / OEM are not submitted, shall not be commenced & beyond 10 days a recovery of Rs. 5,000/- per day per specialized E&M component shall be made from next coming bill / PG & no running / final bill shall be paid until all required documents of all specialized E&M component of specialized agency / OEM’s are not submitted by the agency. Action under Clause-3 may also be taken against me/us for Major delay.” (It should be noted that only the associated agencies engaged by the contractor for specialized services shall disburse the payment of salaries, EPFO, ESIC and other relevant documents of the workers deployed by it and only the documents submitted by the associated agencies for payment of salary and ESIC & EPFO shall be accepted).
 - XV. Certificate of ESIC and EPFO registration, If the tenderer does not have ESIC and EPFO Registration then he has to upload an undertaking that, he has not employed/ deployed 20 or more labours in any day in the preceding one year for registration with EPFO and 10 or more labour in any day in the preceding 1 year for registration with ESIC and he will be get registered with ESIC and EPFO, if applicable before starting of the work otherwise appropriate action may be taken against him such as determination of contract, forfeiture of performance guarantee etc.
 - XVI. Email & mobile no. of the firm/ agency on the letter head of firm/ agency (For making correspondence)
 - XVII. Duly self-attested Copy of PAN of the Bidder.
 - XVIII. An affidavit on Rs.100 non-judicial stamp paper duly attested by notary is to be uploaded as regard to that I/we have not been debarred/ suspended for tendering in Central Government / State Government, Central PSU / State PSU & Autonomous Body till the last date of submission of bid.

PROFORMA - 1

**CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS
FOR PRE-ELIGIBILITY**

Attributes		Evaluation				
(a)	Financial strength (20 marks)					
	(i) Average annual turnover: 16 marks (ii) Banker’s Certificate: 4 marks	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis				
(b)	Experience in similar class of works (20 marks)	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis				
(c)	Performance on works (time over run) (20 marks)					
	Parameter Calculation For points	Score				Maximum Marks
	If TOR =	1.00	2.00	3.00	>3.50	20
	(i) Without levy of compensation	20	15	10	10	
	(ii) With levy of compensation	20	5	0	-5	
	(iii) Levy of compensation not decided	20	10	0	0	
	TOR = AT/ST, where AT= Actual Time; ST= Stipulated Time in the Agreement plus (+) justified period of Extension of Time Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.					
(d)	Performance of works (Quality) as per Assessment in Form D-1. (40 marks)					
	Completed works (max. 25 marks)	Ongoing works (max.15 marks)			(Total marks assessed)	

2. SECTION-II

BRIEF PARTICULARS OF THE WORK

Salient details of the work for which bids are invited, are as under:

1. Name of work: - Three Shift Operation HVAC System of AIIMS Vijaypur, Jammu Campus for one years

- Estimated cost (Approx.): Rs. 31,57,387/-
 - Period of completion: 12 months
 - Last date and time of submission of bid:_____.
2. The work site is situated in area under the jurisdiction of AIIMS, Vijaypur, Jammu. General features and components of the work are as under: -

HVAC: - As per scope of work and Schedules of Quantities attached.

3. Work shall be executed according to the General Conditions of Contract 2023 (Maintenance works) for Central PWD.

3 SECTION – III

1.0 General:

- 1.1 Letter of transmittal and forms for deciding eligibility are given in Section III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bids made by telegram or e-mailed or telex and those received late will not be entertained.
- 1.3 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 1.4 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.

2.0 Definitions :

- 1.1 In this document the following words and expressions have the meaning hereby assigned to them.
- 1.2 Employer: Means the President of India, acting through the Executive Engineer
- 1.3 Bidder: Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- 1.4 "Year" means "Financial Year" unless stated otherwise.

2.0 Method of application:

- 2.1 If the bidder is an individual, the application shall be signed by him above his full type of written name and current address.
- 2.2 If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 2.3 If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 2.4 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

3.0 **Final decision-making authority:** -The employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

4.0 **Particulars provisional:** -The particulars of the work given in Section I are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

5.0 **Site visit:** -The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

5.0 Evaluation criteria

5.1 The detailed submitted by the bidders will be evaluated in the following manner:

5.1.1 The initial criteria prescribed in para 7.0 above in respect of experience of eligible similar works completed, loss, Banker's certificate, financial turnover and bidding capacity etc. will first be scrutinized and the bidder's eligibility for the work be determined.

5.1.2 The bidders qualifying the initial criteria as set out in para 7.0 above will be evaluated for following criteria by scoring method on the basis of details furnished by them.

- | | |
|--|------------------|
| (a) Financial strength (Form 'A' & 'B' or 'B-1) | Maximum 20 marks |
| (b) Experience in eligible similar nature of work marks during last seven years (Form 'C') | Maximum 20 |
| (c) Performance on works (Form 'C') - Time over run | Maximum 20 marks |
| (d) Performance on works (Form 'D'-1) - Quality | Maximum 40 marks |

Total 100 marks

To become eligible for short listing the bidder must secure at least fifty percent marks in each (Section a, b, c & d) and sixty percent marks in aggregate.

The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

Note: The average value of performance of works for time over run and quality shall be taken on the basis of performance report and eligible similar works.

- 8.0 **Financial information:** -Bidder should furnish the Annual financial statement for the last five years in (Form "A"). Banker's Certificate in (Form "B") or Net worth Certificate in (Form "B-1").
- 9.0 **Experience of similar works:** -
Bidder should furnish the List of eligible similar nature of works successfully completed during the last seven years in (Form "C") and ongoing works as well (Form C-1).
- 10.0 **Organization information:** -Bidder is required to submit the information in respect of his organization in Forms "E"
- 11.0 **Letter of transmittal:** -The bidder should submit the Letter of Transmittal attached with the document.
- 12.0 **Opening of Price bid:** -After evaluation of applications, a list of short-listed agencies will be prepared. Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives.
- 13.0 **Award Criteria**
- 13.1.1 The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:
 - 13.1.2 amend the scope of work and value of contract.
 - 13.1.3 Reject any or all the applications without assigning any reason.
 - 13.1.4 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

Superintending Engineer AIIMS Vijaypur, Jammu.

4. SECTION IV

LETTER OF TRANSMITTAL

From:
To,
The Superintending Engineer
AIIMS Vijaypur Jammu.

Subject: Submission of bids for the work of

Sir,

Having examined the details given in the bid document for the above work, I/we hereby submit the relevant information.

I/we hereby certify that all the statement made, and information supplied in the enclosed forms A to E and accompanying statement are true and correct.

I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

I/we submit the requisite certified solvency certificate and authorize the Executive Engineer ... to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Executive Engineer to approach individuals, employers, firms and corporation to verify our competence and general reputation.

I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

I/we hereby certify that I/we will use following structural system technology in the work (Applicable for EPC tenders under Mode I / II only)

I/we submit the certificate in support of having successfully completed the following work with the technology proposed to be used in the work (Applicable for EPC tenders under Mode I / II only)

Name of work	Certificate from

I/we hereby attaching copy of type test report conducted in respect of precast concrete construction system technology proposed to be used in the work (Applicable if precast concrete construction system technology is proposed by bidder for EPC tenders under Mode I / II only).

I/We hereby submit undertaking on structural stability and soundness as per prescribed format Form 'F'.

Certificate: It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I / We shall be liable to be debarred, disqualified / cancellation of enlistment in case any information furnished by me / us is found to be incorrect.

Enclosures: Seal of bidder

Date of submission:

Signature(s) of Bidder(s).

FINANCIAL INFORMATION (FORM 'A')

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

Financial years				
-----------------	--	--	--	--

- i. Gross Annual Turn Over on construction works.
 - ii. Profit/Loss (standalone financial statement and consolidated financial statement both).
- II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

FORM "B"

BANKER'S CERTIFICATE FROM A COMMERCIAL BANK

This is to certify that to the best of our knowledge and information that M/s./ Sh.....

..... having marginally noted address,as a customer of our bank are/ is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....)

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

(Signature) For the Bank

NOTE

1. Banker's Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM "B-1"

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s (Name & Registered Address of

individual/firm/ company), as on (the relevant date) is Rs.

... after considering all liabilities. It is further certified that the Net Worth of the company

has not eroded by more than 30 % in the last three years ending on (the relevant date)." Unique Document Identification Number (UDIN)

Signature of Chartered Accountant

Name of Chartered Accountant

Membership No. of ICAI

Date and Seal

FORM 'C'

DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DAY OF SUBMISSION OF TENDERS

S. No.	Name of work/ project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of completion as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending/ in progress with details*	Name and address/ telephone number of officer to whom reference may be made	Whether the work was done on back-to-back basis Yes/ No
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitration Tribunal.

Signature of Bidder(s)

FORM 'C'-1

PROJECTS UNDER EXECUTION

S. No.	Name of work/ Project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any and reasons thereof	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder(s)

* Indicate gross amount claimed and amount awarded by the Arbitration Tribunal.

**FORM 'C'-3
Calculation of Bidding Capacity
Details of existing Commitments and ongoing works**

S.No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crore of rupees	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of work	Remaining work in percentage (100-column 7)	Existing commitment (Column 4 * Column 8 /100)	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11
<p>Total (B) =</p> <p>Maximum turnover in last seven years = Rs.....</p> <p>Updated value of turnover (A) = Rs.....</p> <p>No. of years (N) =</p> <p>Bidding Capacity= {[AxNx1.5]-B} =</p> <p>Certificate:</p> <p>I certify that all the awarded and ongoing works have been included in the above list.</p> <p align="right">Signature of the Bidder(s)</p>										

S.No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crore of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Type of structural system Technology used	Litigation/ arbitration cases Pending/ in progress with details*	Name and address/ telephone number of officer to whom reference may be made	Whether the work was done on back to back basis (yes / no)
1	2	3	4	5	6	7	8	9	10	11
<p align="right">Signature of the Bidder(s)</p>										

Form 'D-1'

Assessment of Quality for Completed as well as ongoing works

Name of Work: - Date of Inspection: - Date

of submission of report: -

	Yes/ No
1. Whether safety measures adopted at site as per CPWD Safety Code and or govt. guidelines are adequate or not	
2. Whether the Welfare facilities provided to labour as per Clause 19 H of GCC for CPWD Works/and or govt. guidelines are adequate or not	
3. Whether AHU getting automatically switched off and fire dampers closed in case of fire signal?	
4. Whether thimbles used for termination of wires in DBs, EBDs & Panels?	
5. Quality of Air Conditioning work	
6. Any Other aspect (To be elaborated)	

Average Marks (To be awarded out of 100 Marks based on average of marks assessed on each attribute mentioned at B above).

Note: -

All the above parameters may be considered for assessing the overall quality of work executed by the contractor. Each attribute shall be assessed on maximum marks of 10 under B above.

In case, any attribute is not applicable, the same may not be included in assessment and mentioned are not applicable (N/A)

The works as assessed above shall be converted on a scale of 25/15 marks for completed/ongoing works respectively.

In case of eligible completed works being more than one the average marks assigned for eligible completed works shall be considered for marking purpose. Only one ongoing work to be assessed.

Average Marks (To be awarded out of 100 Marks based on average of marks assessed on each attribute mentioned at B above).

Note: -

All the above parameters may be considered for assessing the overall quality of work executed by the contractor. Each attribute shall be assessed on maximum marks of 10 under B above.

In case, any attribute is not applicable, the same may not be included in assessment and mentioned are not applicable (N/A)

The works as assessed above shall be converted on a scale of 25/15 marks for completed/ongoing works respectively.

In case of eligible completed works being more than one the average marks assigned for eligible completed works shall be considered for marking purpose. Only one ongoing work to be assessed.

FORM 'D-2'

**CERTIFICATE OF EXPERIENCE IN SUPPORT OF HAVING SUCCESSFULLY COMPLETED
ONE WORK WITH THE STRUCTURAL SYSTEM TECHNOLOGY PROPOSED
TO BE USED IN THE WORK**

1. Name of work/project and location
2. Owner or sponsoring organization
3. Cost of work in crore of rupees
4. Date of commencement as per contract
5. Stipulated date of completion
6. Actual date of completion
7. Type of structural system Technology used
8. Litigation/arbitration cases Pending/in progress with details
9. Name and address/telephone number of officer to whom reference may be made
10. Whether the work was done on back-to-back basis (yes / no)

Certified that M/s.....has completed the above work with the structural system technology as per details mentioned above.

To be signed with date and seal of the owner /
Sponsoring organization

FORM "E"

STRUCTURE & ORGANISATION

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Legal status of the bidder (Scan & upload copies of original document defining the legal status)
 - a. An Individual
 - b. A proprietary firm
 - c. A firm in partnership
 - d. A limited Company or Corporation
4. Particulars of registration with various Government Bodies (Scan & upload attested photocopy)

Organization/Place of registration	Registration No.
1.	
2.	
3.	

5. Names and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization
7. Has the bidder, or any constituent partner in case of partnership firm, limited company / Joint Venture, ever been convicted by the court of Law? If so, give details
8. In which field of Civil Engineering construction, the bidder has specialization and interest?
9. Any other information considered necessary but not included above.

Signature of Bidder(s)

FORM "F"

UNDERTAKING ON STRUCTURAL STABILITY AND SOUNDNESS OF ALREADY COMPLETED BUILDINGS AND INFRASTRUCTURE PROJECTS.

I/we undertake and confirm that any building / infrastructure constructed by our firm /partnership firm/ company has not suffered any failure, making it unfit for intended use, either due to structural design and defects or due to use of sub-standard materials or execution of sub-standard work, poor workmanship or any other reason during the last 25 (twenty-five) years.

I/we, further, undertake that if such information comes to the notice of CPWD, then Engineer-in- Charge shall be free to terminate the bid/agreement and to forfeit the entire amount of earnest money deposit, performance guarantee and security deposits.

I/we, also undertake that in addition to above, the Engineer-in-Charge shall be free to debar us forever from tendering in CPWD.

The decision of Engineer-in-Charge or any higher authority shall be final and binding.

Signature of notary with seal

Note: Affidavit to be furnished on a 'non-judicial' stamp paper of Rs. 200/-(scanned copy of the notarized affidavit to be uploaded at the time of submission of bid).

Signature of bidder or an authorized
person of the firm with stamp

FORM – I

CONSENT LETTER FROM ELIGIBLE ASSOCIATE AGENCY OF SPECIALIZED WORK(S)

Name of work: “Comprehensive Operation and Maintenance of HVAC works for AIIMS Vijaypur Jammu for 02 years.”

I / We hereby give my consent to associate with M/s, for executing the work of
..... (Mention specialized work(s)).

1. I / We will execute the work as per specifications and conditions of the agreement and as per directions of the Engineer-in-Charge for the corresponding specialized work(s) till the completion of the work.
2. I / We will be responsible for necessary action to handover of the installations and for rectification of defects and repair during the maintenance / warranty period.
3. Also, I / We will employ full time technically qualified Engineer / supervisor for the specialized work(s) component of the work as required for the work and list of same shall be made available to Engineer-in-Charge. I / We will attend inspection of officers of the department as and when required.

Date:

Signature with date of Main Agency/Contractor

Signature with date of Associate
Specialized Agency

Address:

Address:

1. Witness with address
(From Main Contractor side)
2. Witness with address
(From Associated Agency side)

FORM-III

FORM-A (RECEIPT OF DEPOSITION OF ORIGINAL EMD)

Receipt of deposition of original EMD	
(Receipt No..... Date ..)	
1	Name of Work Comprehensive Operation and Maintenance of HVAC works for AIIMS Vijaypur Jammu for 01 years
2	NIT No.
3	Estimated Cost Rs. 31,57,387-
4	Amount of Earnest Money Deposit Rs. <u>63,148</u> -
5	Last date of submission of bid
6	Name of Contractor
7	Form of EMD
8	Amount of Earnest Money Deposit
9	Date of submission of EMD
Signature of EMD receiving Officer:	
Name and Designation of EMD receiving Officer:	
Office Stamp:	

Form of Bank Guarantee for Earnest Money Deposit/ Performance Guarantee/ Security Deposit/Mobilization Advance

(Guarantee offered by Bank to AIIMS JAMMU in connection with the execution of contractors)

On Non-Judicial Stamp Paper of Minimum Rs. 100/-

1. Whereas the Superintending Engineer, AIIMS JAMMU on behalf of ED & CEO has entered into an agreement bearing number with (name and address of the contractor) (hereinafter called "the Contractor") for execution of work (name of work) AIIMS has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees..... only) valid up to (date) as Performance Guarantee/Security Deposit/Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.
2. We, (indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the AIIMS an amount not exceeding Rs. (Rupees only) on demand by the AIIMS within 10 days of the demand.
3. We, (indicate the name of the Bank)....., do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the AIIMS stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees Only)
4. We, (indicate the name of the Bank)....., further undertake to pay the AIIMS any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We, (indicate the name of the Bank), further agree that the AIIMS shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall

not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the AIIMS or any indulgence by the AIIMS to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6. We, (indicate the name of the Bank)....., further agree that the AIIMS at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the AIIMS may have in relation to the Contractor's liabilities.
- 7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- 8. We, (indicate the name of the Bank)....., undertake not to revoke this guarantee except with the consent of the Government in writing.
- 9. This Bank Guarantee shall be valid up to unless extended on demand by the AIIMS. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees Only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

WITNESS:

1. Signature
Name

Authorized signatory Name and address

Designation Staff code no. Bank seal

2. Signature
..... Name
and address

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

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

4.8 Office Memorandums

No. 1(10)/T&PR/2016
Government of India
Directorate General
Central Public Works Department
Technical & Public Relations Unit
Tel No. 23061584 Email: dirtech-pr.cpwd@nic.in

105-A, Nirman Bhawan,
New Delhi, Dated: 27.01.2016

OFFICE MEMORANDUM

Sub.: Directives of the Hon'ble Supreme Court and Hon'ble National Green Tribunal on air pollution from construction and demolition activity.

Attention is drawn to the Hon'ble National Green Tribunal earlier orders dated 4.12.2014 and 10.4.2015 in OA No. 21/2014 and OA No. 95/2014 and MoEF guidelines of 2010 regarding dealing with air pollution from construction and demolition sites. The directives in this regard are restated in the Annexure enclosed.


2. Hon'ble Tribunal had directed for mandatory strict adherence and compliance of above referred orders as well as MoEF guidelines 2010 while carrying out the construction activity.

3. Hon'ble Supreme Court, in a recent judgment has favoured imposing a fine of Rs. 50,000/- on a daily basis on construction sites for generating high levels of dust in Delhi and NCR. It has been directed by the apex court that EPCA may go around and check polluting construction sites with the help of the volunteers for strict compliance of its order.

4. Accordingly, all SDGs, ADGs, CEs, CPMs, PMs are enjoined upon to strictly comply with the directives of Hon'ble Supreme Court & Hon'ble NGT and MoEF guidelines 2010 to control air pollution at CPWD construction sites. Any laxity found or reported by the checking authorities in this regard shall be viewed seriously.

This issues with the approval of Director General, CPWD.

Encl. As above.


(S. P. Chaudhary)
Director (Tech & PR)

To (through CPWD website)

All SDGs, CPWD
All ADGs, CPWD
All CEs/CPMs/PMs, CPWD

Directives of Hon'ble National Green Tribunal in O.A. No.21 of 2014 and O.A. No. 95 of 2014 and MoEF guidelines 2010 on Air Pollution from Construction and Demolition activity.

(A) NGT order dated 04.12.2014:

- No government, authority, contractor, builders or any person would be permitted to store/dump construction material or debris on metalled road.
- Beyond the metalled road the area where such the construction material or debris can be stored shall be physically demarcated by officers of all the concerned Authorities/Corporation ensuring that it would not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured that no accidents occur on account of such permissible storage.
- Every builder, contractor or person shall ensure that the construction material is covered by tarpaulin and all other precaution should be taken to ensure that no dust particles are permitted to pollute air quality as a result of such storage. It shall also be ensured that appropriate protection measures are taken by raising wind breakers of appropriate height on all sides of the plot/area using plastic and /or other similar material to ensure that no construction material dust fly outside the plot area and it will be the builder/contractor responsibility to ensure that their activity does not cause any air pollution during course of construction and/or storage of material or construction activity. This condition shall be strictly adhered to by every builder, contractor, person or authority. In the event of default they shall be liable to be prosecuted under the law in force, as well as for causing environmental pollution and will be liable to pay compensation which would be determined by Tribunal in accordance with law.
- All the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material should be fully covered. The vehicles should be properly cleaned, should be dust free and every necessary precautions is to be taken to ensure that enroute their destination, the dust, sand or any other particles are not permitted to be released in air/contaminate air. Any truck not complying with the above directions would not be permitted to enter NCR, Delhi.

(B) NGT order dated 10.04.2015:

- Every builder or owner shall put tarpaulin on scaffolding around the area of construction and the building. No person including builder, owner can be permitted to store any construction material particularly sand on any part of the street, roads in any colony.

- The construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the Air in any form.
- All the construction material and debris shall be carried in the trucks or other vehicles which are fully covered and protected so as to ensure that the construction debris or the construction material does not get dispersed into the air or atmosphere, in any form whatsoever.
- The dust emissions from the construction site should be completely controlled and all precautions taken in that behalf.
- The vehicles carrying construction material and construction debris of any kind should be cleaned before it is permitted to ply on the road after unloading of such material.
- Every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris shall be provided with mask to prevent inhalation of dust particles.
- Every owner and or builder shall be under obligation to provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
- It shall be the responsibility of every builder to transport construction material and debris waste to construction site, dumping site or any other place in accordance with rules and in terms of this order.
- All to take appropriate measures and to ensure that the terms and conditions of the earlier order and these orders should strictly comply with by fixing sprinklers, creations of green air barriers.
- Compulsory use of wetjet in grinding and stone cutting.
- Wind breaking walls around construction site.
- All the builders who are building commercial, residential complexes which are covered under the EIA Notification of 2006 shall provide green belt around the building that they construct. All Authorities shall ensure that such green belts are in existence prior to issuance of occupancy certificate.
- All builders shall ensure that C&D waste is transported in terms of this order to the C & D Waste site only and due record in that behalf shall be maintained by the builders, transporters and NCR of Delhi.
- Even if constructions have been started after seeking Environmental Clearance under the EIA notification 2006 and after taking other travel but is being carried out without taking the preventive and protective environmental steps as stated in this order and MoEF guidelines, 2010, the State Government, SPCB and any officer of any department as afore stated shall be entitled to direct stoppage of work.

(C) Environmental Impact Assessment Guidance Manual for Building, Construction, Township and area Development Projects of February, 2010 envisages the following guidelines for mitigation measures in respect of dust control from Building, Construction projects:

"Adopting techniques like, air extraction equipment, and covering scaffolding, hosing down road surfaces and cleaning of vehicles can reduce dust and vapour emissions. Measures include appropriate containment around bulk storage tanks and materials stores to prevent spillages entering watercourses."

The other measures to reduce the air pollution on site are:

- Sprinkling of water and fine spray from nozzles to suppress the dust.
- On-Road- Inspection should be done for black smoke generating machinery.
- Promotion of use of cleaner fuel should be done.
- All DG sets should comply emission norms notified by MoEF
- Vehicles having pollution under control certificate may be allowed to ply.
- Use of covering sheet to prevent dust dispersion at buildings and infrastructure sites, which are being constructed
- Use of covering sheets should be done for trucks to prevent dust dispersion from the trucks, implemented by district offices.
- Paving is a more permanent solution to dust control, suitable for longer duration projects. High cost is the major drawback to paving.
- Reducing the speed of a vehicle to 20 kmph can reduce emissions by a large extent.

Speed bumps are commonly used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, it may be necessary to divert traffic to nearby paved areas.

Material storages / warehouses — Care should be taken to keep all material storages adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust / particulate emissions. Fabrics and plastics for covering piles of soils and debris is an ineffective means to reduce fugitive dust.

(D) Copy of NGT orders dated 04.12.2014, 10.04.2015, copy of MoEF guidelines 2010 are available at the DPCC website "<http://dpcc.delhigovt.nic.in>".



CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No. DG/CON/Misc./04

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAVAN, NEW DELHI

DATED: 23.01.2017

Sub : Compliance on Construction & Demolition Waste Management Rules, 2016 – Regarding Disposal of Waste to the approved by local Authority.

Ref : Ministry of Environment and Forest notification dt. 29.03.2016 Construction and Demolition Waste Management Rules 2016 in exercise of powers Conferred by Environment (Protection) Act 1986 (Available at web address www.moef.gov.in).

The above Rules notified by Ministry of Environment and Forest are brought to the notice of all NIT approving authorities and they are directed to incorporate suitable provisions in the special conditions and ensure compliance of the Rules.

This issues with the approval of ADG(TD).

Superintending Engineer (C&M)

Issued from file No. CSQ/CM/C/17(1)/2017

Copy to:-

1. All Spl. DGs, CPWD, E-in-C, PWD, Delhi Govt. They are requested to endorse a copy of this O.M. to all ADGs, CEs, SEs & EEs concerned.

Executive Engineer (C)

**[Published in the Gazette of India, Part-II, Section-3, Sub-section (ii)] Ministry
of Environment, Forest and Climate Change**

NOTIFICATION

New Delhi, 29th March, 2016

G.S.R. 317(E).-Whereas the Municipal Solid Wastes (Management and Handling) Rules, 2000 published vide notification number S.O. 908(E), dated the 25th of September 2000 by the Government of India in the erstwhile Ministry of Environment and Forests, provided a regulatory framework for management of Municipal Solid Waste generated in the urban area of the country.

And whereas, to make these rules more effective and to improve the collection, segregation, recycling, treatment and disposal of solid waste in an environmentally sound manner, the Central Government reviewed the existing rules and it was considered necessary to revise the existing rules with emphasis on the roles and accountability of waste generators and various stakeholders, give thrust to segregation, recovery, reuse, recycle at source, address in detail the management of construction and demolition waste.

And whereas, the draft rules, namely, the Solid Waste Management Rules, 2015 with a separate chapter on construction and demolition waste were published by the Central Government in the Ministry of Environment, Forest and Climate Change vide G.S.R. 451 (E), dated the 3rd June, 2015 inviting objections or suggestions from the public within sixty days from the date of publication of the said notification; and Whereas, the objections or suggestions received within the stipulated period were duly considered by the Central Government;

Now, therefore, in exercise of the powers conferred by sections 6, 25 of the Environment (Protection) Act, 1986 (29 of 1986), and in supersession of the Municipal Solid Wastes (Management and Handling) Rules, 2000, except as respect things done or omitted to be done before such supersession, the Central Government hereby notifies the following rules for Management of Construction and Demolition Waste –

1. Short title and commencement-

- (i) These rules shall be called the Construction and Demolition Waste Management Rules, 2016.
- (ii) They shall come into force on the date of their publication in the Official Gazette.

2. Application. - The rules shall apply to every waste resulting from construction, re-modelling, repair and demolition of any civil structure of individual or organization or authority who generates construction and demolition waste such as building materials, debris, rubble.

3. Definitions –

- (i) In these rules, unless the context otherwise requires, -
 - (a) “ACT” means the Environment (Protection) Act, 1986 (29 of 1986);

- (b) "Construction" means the process of erecting of building or built facility or other structure, or building of infrastructure including alteration in these entities.
- (c) "Construction and demolition waste" means the waste comprising of building materials, debris and rubble resulting from construction, re-modelling, repair and demolition of any civil structure.
- (d) "De-construction" means a planned selective demolition in which salvage, re-use and recycling of the demolished structure is maximized.
- (e) "Demolition" means breaking down or tearing down buildings and other structures either manually or using mechanical force (by various equipment) or by implosion using explosives.
- (f) "Form" means a Form annexed to these rules.
- (g) "Local authority" means an urban local authority with different nomenclature such as municipal corporation, municipality, Nagar Palika, Nagar Nigam, Nagar panchayat, municipal council including notified area committee and not limited to or any other local authority constituted under the relevant statutes such as gram panchayat, where the management of construction and demolition waste is entrusted to such agency.
- (h) "Schedule" means a schedule annexed to these rules.
- (i) "Service provider" means authorities who provide services like water, sewerage, electricity, telephone, roads, drainage etc. often generate construction and demolition waste during their activities, which includes excavation, demolition and civil work;
- (j) "Waste generator" means any person or association of persons or institution, residential and commercial establishments including Indian Railways, Airport, Port and Harbor and Defence establishments who undertakes construction of or demolition of any civil structure which generate construction and demolition waste.

(ii) Words and expressions used but not defined herein shall have the same meaning defined in the ACT.

(iii) Duties of the waste generator –

- a. Every waste generator shall prima-facie be responsible for collection, segregation of concrete, soil and others and storage of construction and demolition waste generated, as directed or notified by the concerned local authority in consonance with these rules.
- b. The generator shall ensure that other waste (such as solid waste) does not get mixed with this waste and is stored and disposed separately.
- c. Waste generators who generate more than 20 tons or more in one day or 300 tons per project in a month shall segregate the waste into four streams such as concrete, soil, steel, wood and plastics, bricks and mortar and shall submit waste management plan and get appropriate approvals from the local authority before starting construction or demolition or remodelling work and keep the concerned authorities informed regarding the relevant activities from the planning stage to the implementation stage and this should be on project to project basis.

- d. Every waste generator shall keep the construction and demolition waste within the premise or get the waste deposited at collection centre so made by the local body or handover it to the authorized processing facilities of construction and demolition waste; and ensure that there is no littering or deposition of construction and demolition waste so as to prevent obstruction to the traffic or the public ordains.
- e. Every waste generator shall pay relevant charges for collection, transportation, processing and disposal as notified by the concerned authorities; Waste generators who generate more than 20 tons or more in one day or 300tons per project in a month shall have to pay for the processing and disposal of construction and demolition waste generated by them, apart from the payment for storage, collection and transportation. The rate shall be fixed by the concerned local authority or any other authority designated by the State Government.

(4) Duties of service provider and their contractors –

- i. The service providers shall prepare within six months from the date of notification of these rules, a comprehensive waste management plan covering segregation, storage, collection, reuse, recycling, transportation and disposal of construction and demolition waste generated within their jurisdiction.
- ii. The service providers shall remove all construction and demolition waste and clean the area every day, if possible, or depending upon the duration of the work, the quantity and type of waste generated, appropriate storage and collection, a reasonable timeframe shall be worked out in consultation with the concerned local authority.
- iii. In case of the service providers have no logistics support to carry out the work specified in sub rules (1) and (2), they shall tie up with the authorized agencies for removal of construction and demolition waste and pay the relevant charges as notified by the local authority.

(5) Duties of local authority-The local authority shall

- i. Issue detailed directions regarding proper management of construction and demolition waste within its jurisdiction in accordance with the provisions of these rules and the local authority shall provide a detailed plan or undertaking as applicable, from generator of construction and demolition waste
- ii. Chalk out stages, methodology and equipment, material involved in the overall activity and final after completion of the construction and demolition
- iii. Seek assistance from concerned authorities for safe disposal of construction and demolition waste contaminated with industrial hazardous or toxic material or nuclear waste if any
- iv. Shall make arrangements and place appropriate containers for collection of waste and remove at regular intervals or when they are filled, either through own resources or by appointing private operators
- v. Shall get the collected waste transported to appropriate sites for processing and disposal either through own resources or by appointing private operators
- vi. Shall give appropriate incentives to generator for salvaging, processing and or recycling preferably in-situ.

- vii. Shall examine and sanction the waste management plan of the generators within a period of one month or from the date of approval of building plan, whichever is earlier from the date of its submission
- viii. Shall keep track of the generation of construction and demolition waste within its jurisdiction and establish a data base and update once in a year
- ix. Shall device appropriate measures in consultation with expert institutions for management of construction and demolition waste generated including processing facility and for using the recycled products in the best possible manner
- x. Shall create a sustained system of information, education and communication for construction and demolition waste through collaboration with expert institutions and civil societies and also disseminate through their own website;
- xi. Shall make provision for giving incentives for use of material made out of construction and demolition waste in the construction activity including in non-structural concrete, paving blocks, lower layers of road pavements, colony and rural roads.

(6) Criteria for storage, processing or recycling facilities for construction and demolition wasteland application of construction and demolition waste and its products-

- i. The site for storage and processing or recycling facilities for construction and demolition waste shall be selected as per the criteria given in Schedule I;
- ii. The operator of the facility as specified in sub- rules (1) shall apply in Form I for authorization from State Pollution Control Board or Pollution Control Committee.
- iii. The operator of the facility shall submit the annual report to the State Pollution Control Board in Form II.
- iv. Application of materials made from construction and demolition waste in operation of sanitary landfill shall be asper the criteria given in Schedule II.

(7) Duties of State Pollution Control Board or Pollution Control Committee-

- i. State Pollution Control Board or Pollution Control Committee shall monitor the implementation of these rules by the concerned local bodies and the competent authorities and the annual report shall be sent to the Central Pollution Control Board and the State Government or Union Territory or any other State level nodal agency identified by the State Government or Union Territory administration for generating State level comprehensive data. Such reports shall also contain the comments and suggestions of the State Pollution Control Board or Pollution Control Committee with respect to any comments or changes required.
- ii. State Pollution Control Board or Pollution Control Committee shall grant authorization to construction and demolition waste processing facility in **Form-III** as specified under these rules after examining the application received in **Form I**.
- iii. State Pollution Control Board or Pollution Control Committee shall prepare annual report in Form IV with special emphasis on the implementation status of compliance of these rules and forward report to Central Pollution Control Board before the 31st July for each financial year.

(8) Duties of State Government or Union Territory Administration-

- i. The Secretary in-charge of development in the State Government or Union territory administration shall prepare their policy document with respect to management of construction and demolition of waste in accordance with the provisions of these rules within one year from date of final notification of these rules.
- ii. The concerned department in the State Government dealing with land shall be responsible for providing suitable sites for setting up of the storage, processing and recycling facilities for construction and demolition waste.
- iii. The Town and Country planning Department shall incorporate the site in the approved land use plan so that there is no disturbance to the processing facility on a long-term basis.
- iv. Procurement of materials made from construction and demolition waste shall be made mandatory to a certain percentage (say 10-20%) in municipal and Government contracts subject to strict quality control.

(9) Duties of the Central Pollution Control Board –

- i. The Central Pollution Control Board shall: -
 - prepare operational guidelines related to environmental management of construction and demolition waste management.
 - Analyze and collate the data received from the State Pollution Control Boards or Pollution Control Committee to review these rules from time to time.
 - coordinate with all the State Pollution Control Board and Pollution Control Committees for any matter related to development of environmental standards.
 - forward annual compliance report to Central Government before the 30th August for each financial year based on reports given by State Pollution Control Boards of Pollution Control Committees.

(10) Duties of Bureau of Indian Standards and Indian Roads Congress

The Bureau of Indian Standards and Indian Roads Congress shall be responsible for preparation of code of practices and standards for use of recycled materials and products of construction and demolition waste in respect of construction activities and the role of Indian Road Congress shall be specific to the standards and practices pertaining to construction of roads.

(11) Duties of the Central Government –

- i. The Ministry of Urban Development, and the Ministry of Rural Development, Ministry of Panchayat Raj shall be responsible for facilitating local bodies in compliance of these rules.
- ii. The Ministry of Environment, Forest and Climate Change shall be responsible for reviewing implementation of these rules as and when required

(12) Timeframe for implementation of the provisions of these rules –

The timeline for implementation of these rules shall be as specified in Schedule III:

(13) Accident reporting by the construction and demolition waste processing facilities-

In case of any accident during construction and demolition waste processing or treatment or disposal facility, the officer in charge of the facility in the local authority or the operator of the facility shall report of the accident in Form-V to the local authority. Local body shall review and issue instruction if any, to the in charge of the facility.

Form –V

Accident Reporting

1. Date and time of accident:
2. Sequence of events leading to accident:
3. The type of construction and demolition waste involved in accident:
4. Assessment of the effects of the accidents
 - a. on traffic, drainage system and the environment:
5. Emergency measures taken:
6. Steps taken to alleviate the effects
 - a. of accidents:
7. Steps taken to prevent the recurrence
 - a. of such an accident:
8. Regular monthly health checkup of workers at
 - a. Processing / recycling site shall be made
9. Any accident during the collection,
 - a. transportation and treatment including
 - b. processing and recycling should be informed
 - c. to the Competent Authority (Local Authority) or
 - d. Prescribed Authority

Date:

Authorized Signatory

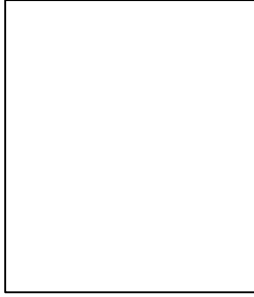
Place:

Designation

[18-6/2014-HSMD]

Bishwanath Sinha, Joint Secretary

<p>NOTE:-</p> <ol style="list-style-type: none">1. This Card is valid only for specified working place/place of duty.2. The Contractor is fully responsible for any misuse of this card beyond duty hours/days.3. The Contractor bears responsibility for the character of Cardholder worker.	<p>• Sl. No.....</p> <p>WORKERS</p> <p>Name of Agency with address :-</p> <p>Telephone No./Mobile</p> <p>Registration No. :-</p> <p>VALID UPTO</p>
---	--

<p>Name of Worker :-</p> <p>Present Address:-</p> <p>Permanent Address:</p> <p>- Identification</p> <p>Mark:-</p> <p>Place of Duty</p>	
--	--

ANNEXURE- I

4.9 STIPULATED PERIOD FOR SUBMISSION OF DOCUMENTS REGARDING ASSOCIATION WITH SPECIALIZED AGENCIES

Required documents:

1. The Profile of the agency being associated.
2. Contractor has to submit self-attested copies of completion certificate(s) issued by the officer of the client department (Central Govt./ State Govt./ PSU/ Autonomous Body of Central Govt./State Govt.), not below the rank of Executive Engineer or equivalent. In case of work done in private sector, then 26AS of the Income tax department confirming the payments must be submitted. The completion certificate must clearly indicate: -
 - (i) Name of Work
 - (ii) Stipulated date of start and actual date of completion.
 - (iii) Gross value of work done.
 - (iv) That the work has been completed satisfactorily.
 - (v) Full address of the client, officer issuing certificate and location where work is executed
3. Willingness Certificate & MOU from agency proposed for association.

Sl. No.	Sub Head	period from the date of issue of Acceptance letter for submission of prequalification documents (in days)	Days after which Nonrefundable penalty @ Rs. 5000/- per day for each sub head shall be imposed	Days after which Nonrefundable penalty @ Rs. 10000/- per day for each sub head shall be imposed	If after lapse of 15 days of issue of letter of acceptance contractor fails to comply then
(1)	(2)	(3)	(4)	(5)	(6)
1	HVAC	7	3	5	

Note:

1. In case of associate agency found ineligible after submission of documents, it will be considered as non-submission and penalty shall be imposed accordingly.
2. Above penalties shall be in addition to damages imposed under relevant clauses of the agreement. Maximum one change of eligible associating agency shall be permitted.

CPWD 8

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, VIJAYPUR, JAMMU

ITEM RATE BID AND CONTRACT FOR WORK

STATE: - UT of J&K

Item Rate Bid

Item rate Bid for the work: “Three Shift Operation HVAC System of AIIMS Vijaypur Jammu Campus for One year.”

Dear Sir,

- (ii) Bids to be uploaded online by _____ on _____
- (iii) To be opened online in presence of Bidders who may be present at _____ on _____ in the office of Superintending Engineer, AIIMS Vijaypur, Jammu.

Signature of officer issuing the documents Date of

Issue:

Superintending Engineer
AIIMS Vijaypur, Jammu

TENDER

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

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

We agree to keep the tender open for Thirty (75) days from the due date of its opening and not to make any modifications in its terms & conditions.

A copy of earnest money deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks 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 ED & CEO, AIIMS Jammu 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 ED & CEO, AIIMS Jammu or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely.

The said performance guarantee shall be guaranteed to execute all the works referred to in the bid 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 bid form. Further, I/We agree that in case of forfeiture of Earnest Money & 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 works(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in AIIMS JAMMU in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information / derived there from to any person other than a person to whom I/We, am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated:

Signature of the Contractor

Witness:

Postal Address:

Address:

Occupation:

(To be filled by the Contractor)

Telephone No.

To be filled by Superintending Engineer

Email:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the ED & CEO, AIIMS Jammu for a sum of Rs. ...**... (Rupees ...**...)

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

(a) ...**...

(b) ...**...

(c) ...**...

For & on behalf of the ED & CEO, AIIMS JAMMU

Signature

...**... Dated

...**...

Designation ...**...

...**... *To be filled by the Superintending Engineer, AIIMS Jammu*

5. General Conditions

1. It shall be deemed that contractor has satisfied himself about the nature and location of the work, general and local conditions, particularly those pertaining to transport, handling and storage of materials, general ground conditions and highest flood level etc. before Biding. The department shall not be responsible for lack of such knowledge and also the consequences thereof. The information and site data shown in the drawings and mentioned herein and elsewhere in the Bid document are being furnished for general information and guidance only. The Engineer-in-Charge shall in no case be responsible for the accuracy there of or any interpretations/or conclusions drawn there from by the contractor and nothing extra shall be paid even if the site conditions/information are different or otherwise incorrect at it is presumed that the contractor has satisfied himself for all possible contingencies, situations, bottlenecks and acts of coordination which may be required between different agencies.
2. The contractor must study the specifications and conditions carefully before Biding. If there are varying or conflicting provisions made in any documents forming part of the contractor, the Engineer-in-charge shall be the deciding authority with regard to the intention/interpretation of the documents and it will be binding on the contractor without any reservation whatsoever and nothing extra shall be paid. Any error in description, quantity or rate in schedule of work bills of quantities/item of any omissions there from shall not vitiate the contract or release the contractor from the execution of the whole work or any part of the work comprised there in according to drawing and specifications or from any of his obligations under the contract.
3. The work shall generally be carried out in accordance with the satisfaction of Engineer-in- Charge and as per “CPWD Specifications with up-to-date correction slips, additional/Particular Specifications, architectural drawings and as per instructions of Engineer-in-Charge. Any additional item of the work, if taken up subsequently, shall also confirm to the CPWD/other relevant specifications as mentioned above.
4. Operations in which assistance shall be provided by the agency to the AIIMS: -
 - (a) Informing to AIIMS Engineers regarding the failure in any service being provided by other departments, in so far as they affect the assets being maintained under this contract, so that they can be taken up with the concerned local body / department for rectification.
 - (b) Assisting the department in detection of unauthorized encroachments in the area being maintained.
5. All taxes applicable at prevalent rates shall have to be paid by the contractor himself and the rates quoted by him shall include these taxes and nothing extra on this account shall be payable.
6. Any damage done by the contractor to any existing work during the course of execution of the work shall be made good by him at his own cost.
7. The contractor or his authorized representative should always be available at the site of work to take instructions from the department and ensure proper execution of work.

8. The contractor shall have to carry out the work other than day to day Operation of HVAC system according to program given by the Superintending Engineer/Executive Engineer / Assistant Engineer / Junior Engineer-in-charge. The contractor shall not carry out any work in any building without permission of Engineer-in-charge or his authorized representatives. The contractor shall have to adhere to this program failing which he shall be wholly responsible for any inconvenience caused to the occupants. No claim for idle labour on any account shall be entertained. The contractor shall depute his representative daily to the site of work. His name and Signature shall be attested by the contractor for record in the department.
9. The site of work is located in the **AIIMS Vijaypur, Jammu** campus area & associated areas and the bidders are advised to carefully examine the same.
10. The site for the collection and stacking of the material shall be got approved from the Engineer-in-charge.
11. Articles manufactured by the reputed firms and approved by Engineer-in-Charge shall only be used. Only articles classified, as 'first quality' by the manufacturer shall be used unless otherwise specified. In case articles bearing ISI, certification are not available in the market, quality of samples brought by the contractor shall be judged by standards laid down in the relevant CPWD specifications. For the items not covered by CPWD specifications relevant BIS standards shall apply. The sample of materials to be brought to site for use in work shall be got approved from the Engineer-in-Charge before actual execution of work.
12. The contractor shall submit a detailed program of work within 15 days of the date of award of work. The Engineer-in-Charge can modify the program and the contractor shall have to work accordingly.
13. The quantities of any item shall not be exceeded beyond the agreement quantities without prior permission of Engineer-in-Charge.
14. Statutory applicable recoveries such as on account of GST, Income tax, Surcharge, Construction Worker's Welfare Cess etc. as applicable from time to time shall be made from the gross amount of Running A/c Bill and Final Bill of the contractor.
15. The contractor shall make his own arrangement for getting the permission for entry of trucks carrying materials for the site from the traffic police.
16. No payment shall be made to the contractor for any damage caused by rain, snow fall, floods or any other natural causes whatsoever during the execution of work. The damage caused to work shall have to be made good by the contractor at his own cost and no claim on this account shall be entertained.
17. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards / signages, warning boards, red flags, red lights and providing necessary barriers / barricading of the construction, work area and all other measures required from time to time. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work by storing materials on the road.
18. The contractor shall be fully responsible for the safe custody of the material issued or brought by him to site for doing the work.
19. If due to exigency of work, the work is required to be carried out in more than one shift or during night then Contractor will be bound to execute the work accordingly and arrange the T & P and labour etc. No extra claim on this account shall be entertained.

20. The order of preference in case of any discrepancy as indicated under “Conditions of Contract” given in the General Conditions of contract for Central P.W.D. works 2023 Form may be read as the following:
 - 1.29.1 Description of Item in schedule of quantities.
 - 1.29.2 Additional Specification and special condition, if any.
 - 1.29.3 General conditions
 - 1.29.4 Contract clauses of General conditions of contract for Central P.W.D. works 2023 Form.
 - 1.29.5 CPWD Specifications with upto date correction slips
 - 1.29.6 Architectural drawings.
 - 1.29.7 Indian Standard Specifications/BIS.
 - 1.29.8 Decision of Engineer in charge.
21. Any reference made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
22. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall also not be allowed to erect any permanent / temporary set up for his staff in the campus.
23. Contractor has to provide drinking water facility in enquiry office by providing necessary filter (RO) with water cooler for AIIMS staff and his staff.
24. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, labour laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
25. The contractor shall depute Engineers for HVAC Works as per the provision mentioned in schedule F.
26. The Contractor shall depute required Technical Staff for operation of HVAC System as per Clause 32 of Schedule F who shall remain present at Service Center during the time and days as provided in Schedule of Quantity. The agency shall submit the credential of proposed staff & shall be taken on roll only after approval of Engineer-in-charge. The attendance shall be accepted through Biometric Attendance System only.
27. Any damage caused due to negligence of contractor during the routine maintenance shall be of firm's responsibility. The firm has to make good the same at his own risk and cost.
28. The contractor will arrange & store all the materials at Enquiry office required for attending day today maintenance complaints or as decided by Engineer-in-Charge, throughout agreement period. A material at site (MAS) Account Register shall be maintained by the contractor for materials brought at site & used in day-to-day maintenance work. The MAS Account Register shall be kept at service centre along with relevant bill / invoices of materials brought at site so that Engineer from AIIMS can review the quantity and quality of material present in store. This MAS Account Register shall be the property of Engineer-in-Charge after the completion of work.
29. This contract includes providing the Emergency Services whenever required after normal working hours; no extra charge will be entertained for attending such complaints.
30. The contractor is bound to distribute the salary / wages to his worker by 7th of each successive month positively, by ECS or RTGS or online mode as feasible. However, department will make payment to the agency quarterly subject to availability of fund and fulfilment of terms and condition of agreement. Copies of the proof of above mode of payment to the workers will be submitted to concerned AE/JE with the bill, failing which no payment will be made to the contractor.

5.1 General Conditions for Manpower: -

1. Police verification of every staff deployed by the contractor shall be got done by the contractor

compulsorily and a copy of police verification and his Aadhar Card/Voter ID or any other Identity Card copy shall be provided to Engineer-in-Charge after which an identity card shall be issued to each employee of the contractor for proper identification. The employee and labour engaged by the contractor under this contract shall wear neat and clean uniforms as approved by Engineer-in-Charge along with name badges, else recovery shall be made @ Rs 100/- per person per day.

2. The contractor shall have to arrange for issue of identity cards as per direction of the Engineer in charge for all the staff members deployed within one week of the start of the work at his own cost and also submit two extra photographs with full address of each worker for record. If contractor fails to do so, the department shall recover Rs.100/- per day/per person for this default from the monthly bill. The Contractor shall also provide the basic PPEs (Personal Protection Equipment)/ Safety equipment like Helmet, Safety belt/harness, Safety Shoes, Gloves etc. to each worker and supervisor, whosoever is directly connected with the work.
3. Biometric attendance system (Thumb impression / Face recognition) for all deployed workers shall be provided, installed and maintained in good working condition by the contractor at his own cost, for which nothing extra shall be paid. In & out, both timings should be marked by every engaged staff in attendance machine failing which it will be treated as absent. However, during Covid period in case of Govt. guideline restricted biometric attendance in that case JE / AE (E) in-charge of work shall mark / verify manual attendance of the contractual staff deployed at site by the contractor. Any urgency In Round the clock shift duty, staff of current shift will relive only when staff of next shift on duty. All engaged manpower should join duty on time failing which a penalty charge @ Rs 50 for delay of every 30 minute or part thereof, after initial delay of 10 min will be imposed for every late attendance. Maximum permissible delay is 70 minutes (or as decided by Engineer-in-Charge) after which it will be treated absent. For early departure from scheduled off time, penalty charge will be imposed @ Rs 50 for every 30 minute or part thereof.
4. The Engineers, Supervisors and staff including skilled and unskilled workers of the agency shall carry mobile telephone(s) to enable the Engineer-in-charge to have easy and quick communication. Nothing extra shall be paid to the Contractor on this account and his quoted rates for various items under this contract will be deemed to be inclusive of the expenditure towards such Mobile connections and use thereof.
5. The Contractor shall engage computer literate staff that should be able to use computerized complaints receiving and monitoring system. Computer and its peripherals with necessary consumable such as cartridges, software, stationary, 1 No Land Line Phone connection with unlimited calls, Unlimited High-Speed Internet / Broadband connections shall be provided by AIIMS, but it will be responsibility of contractor to maintain them in working condition.
6. The worker will clean the place/site thoroughly before leaving the site after attending the complaints.
7. Safety of the staff employed will be the responsibility of the Contractor. It shall be the prime duty of the Contractor to provide requisite safety equipment to all the workers and supervisors for their protection. AIIMS will not be responsible for any mishap, injury/accident or death of the staff. No claim in this regard shall be entertained/ accepted by the department.
8. The contractor shall have registration with Employee's Provident Fund Commissioner and Employee's State Insurance Corporation for safeguarding interest of his workmen. The Contractor shall make deduction on account of EPF & ESIC to labour / staff deployed by him on the work and will furnish detail of each worker at Engineering Wing of AIIMS office every month. The Contractor shall have to follow all statutory rules and regulations. He shall obtain all other necessary approvals from statutory bodies as per law in force.
9. The staff engaged by the contractor should be physically and mentally fit and should be well behaved, polite and courteous. Any complaint against staff on behavior would be taken very seriously and such staff shall have to be removed by the contractor immediately from the site. The replacement for the same shall be arranged without loss of time failing which the Engineer-in- Charge has the power to

cancel the contract and the contractor shall have no right to claim for loss / compensation.

10. Each skilled staff shall maintain a complaint diary and get the feedback recorded from the users regarding attending the complaint. In case, it is found that the complaint has not been attended satisfactorily, it will be considered as unattended. List of such complaints shall be submitted to the Assistant Engineer-in-Charge or his representative on daily basis. Action as already mentioned above shall be taken for unattended complaints.
11. The contractor shall submit duty roaster in duplicate within a week from the date of start of work and thereafter two days before the close of every month if staff is changed.
12. Shift timings can be changed as per the requirement at site and as per the decision of Engineer- in- Charge.
13. The contractor has to keep the sensitiveness of site in mind for execution of the work and deployment of staff.
14. The contractor will be fully responsible for the conduct of the staff deputed at site. The Engineer- in- Charge reserves the right to remove/terminate the services of worker without assigning any reason whatsoever.
15. The contractor shall provide his mobile number or the mobile number of his representative to the Engineer-in-Charge for ease of communication with the controlling staff.
16. No claims of the labourers shall be entertained by the Department including that of providing employment, regularization of services etc.
17. Contractor shall pay fortnightly/monthly payment to staff through NEFT / RTGS / ECS /any other online mode only.
18. Safety codes and Labour Regulations

In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for safety provision as per the statutory provisions, B.I.S. recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time. Failure to provide such safety requirement would make the firm liable for penalty as decided by Engineer-in-charge. The agency will be solely responsible for any damages, mishap or injury/death of their staff deployed at the site.

Contractor shall submit fortnightly labour report along with details of payment made to staff engaged for this work in two copies. Payment details shall include name of worker, bank account details, amount due, amount paid.

19. Contractor shall make payment to workers at the rates not less than the rates payable as per minimum labour rates published by labour department Govt. of India.
20. The contractor has to supply and maintain logbook and record all the operational & routine maintenance parameters, which should be signed by the operational staff deputed by him. The operational staff shall sign "for (Name of contractor) ...by fixing a rubber

stamp every time he signs. The logbook should be as per sample approval by the Engineer- in- charge with timing of three shifts printed on each page.

Deputed staff should strictly follow the CPWD Maintenance Manual.

Bonus paid to labour is covered under overhead charges. Nothing extra shall be paid by the department on this account.

21. The contractor shall provide capacity building of all the workers for adopting latest mechanism for attending the day-to-day complaints, execution of S p e c i a l Repairs Addition/alteration and up-gradation works. The contractor shall tie up with Govt. Institute or

any private institute (having certification of MSME, Central or State Govt.) as approved by Engineer-in-charge.

22. The contractor shall submit a training calendar with complete details of training schedule & training content shall be submitted within 15 days for approval of Engineer-in-charge.
23. ESI/EPF of deployed staff will be deposited on regular basis, the same shall be reimbursed to the contractor, on production of proof of deposit of the same with respective Govt. department.
24. The contractor shall undertake replacement/substitution of any staff, found unfit for duty due to any circumstances, **within 24 hours**, as per directions of Engineer-in-charge. The contractor shall make local arrangements, for the short fall in staff, during intervening period.
25. The Contractor shall depute his representative daily to the site of work. The name and signature of his representative attested by the Contractor shall be intimated to the Engineer- in-charge.
26. The contractor shall have to pay to their worker according to Minimum Wages as per Central Government through NEFT/ RTGS /ECS or by Cheque and acquittance roll shall be submitted at the time of bill as a proof of payment. If the contractor failed to pay the salary to his worker

in time (up to 7th day of every month) otherwise recovery @ Rs. 500/- per day per person shall be made from contractor's bill and he himself shall be held responsible for the same.

27. Supervisor/Engineer of the contractor must visit the Flats/building for getting feedback about the satisfaction of occupant for work being executed by the workers. He must get such feedback signed on the register as a token of proof and submit the same to the Engineer-in-charge every month. Such survey shall be carried out at least 30% of flats/building per month.
28. The Contractor has to provide and install real time attendance system at suitable location at site for monitoring the deployment as per provisions of NIT. The printout of attendance recorded by this method may be maintained and kept at site office and duty chart of workers shall be displayed at site office. In case of absence of any staff, recovery shall be made at the following rates: -
 - i. Supervisor @ Rs. 1786/- per day per person.
 - ii. Skilled labour @ Rs. 1520/- per day per person per shift.
 - iii. Unskilled labour @ Rs. 1264/- per day per person per shift.
29. The agency shall maintain a proper dress code with departments Logo (front side) and agency name (back side) of a single suit of orange colour along with designated yellow helmet for labour (skilled& unskilled) & blue for electrician and green for safety environment in-charge along with leather safety shoes and other relatively safety equipment etc. complete for each and every worker during their work hours. The agency is liable to pay a penalty charge of Rs.100/- per day per person in case non- implementation of this dress code, failure of such dress code more than a twice on basis of proper record entries i.e. Site order book / Inspection register by any concerned official of AIIMS then department have right to dismiss foreclosure of this agreement before time. A selective list of dress code is also attached with contract documents for ready reference. (Image enclosed). Due to security reason the contractor shall have to arrange timetable of labour according to the security staff and Engineer-in-charge instructions. The contractor should see the site before the execution of work.
30. All Expenditure to be incurred for testing of samples e.g. packaging, sealing, transportation, loading

unloading etc. including testing charges shall be borne by the contractor.



**WORKERS UNIFORM
(ORANGE)**



Safety Shoes

Color	Image	For
White		Managers, Engineers, Supervisors and Foremen
Blue		Electricians, Carpenters and other technical operators apart from civil workers
Green		Safety Officers
Red		Fire Fighters



SAFETY HELMETS(Yellow)

5.2 Operation and Management of Service Centre (Complaint Centre)

1. Service Centre (Complaint centre) will function during office hours on all days including Sundays and Holidays. Emergent complaints related to sewerage and plumbing etc. shall be attended from 6:00 AM to 10:00 PM and emergent complaint related to HVAC shall be attended round the clock.
3. The contractor shall take immediate action to attend to any complaint assigned to him through site order book / verbal instructions from Engineer-in-Charge or on telephones / through call centre or through any mode, from occupants
4. Contractor shall facilitate Visitors while they visit to Service Centre for lodging complaint in person.
5. Necessary Complaint Diary/complaint-attendance books shall be maintained by the contractor in respect of complaints received and shall be got signed by the complainant, after attending.
6. The Contractor shall take immediate action to attend any complaint received by him through online mode/via Email/Telephonic/written/verbal or assigned to him through site order book/verbal instructions from Engineer-in-charge or on telephone from occupants. Contractor shall endeavour to attend the minor complaints in the green benchmark time as mentioned in CPWD e-Sewa. In no case the %age of complaints attended in GREEN plus yellow benchmark time every calendar month shall be less than 90% but not less than or equal to 80%, in case of both Civil and Electrical complaints. In case of failure on part of contractor to meet these parameters a lump sum amount of Rs.20,000/-shall be recovered from contractor's bill for every such month of default for respective civil and electrical bills separately. If this %age falls below 80% but not less than or equal to 70%, in case of both civil and electrical complaints, a lump sum amount of Rs. 50,000/-shall be recovered from contractor's bill for every such month of default for respective civil and electrical bills separately. If this percentage falls below 70 %, in case of both civil and electrical complaints, no payment shall be made to the contractor for day-to-day component of the work for that particular month.
7. In addition to Para no. 5 above, based on feedback taken by Call Centre, if the %age of satisfaction falls below 90% but not less than or equal to 80%, both for civil and Electrical complaints, a lump sum amount of Rs. 20,000/- shall be recovered from contractor's bill for every such month of default for civil and electrical bills respectively. If this % falls below 80% but not less than or equal to 70%, both for civil and electrical complaints, a lump sum amount of Rs.50,000/- and Rs. 25,000/- shall be recovered from contractor's bill for every such month of default for civil and electrical bills respectively. The reports generated by CPWD e-SEWA/IVRS every month shall form the basis of these recoveries and no dispute on this matter shall be entertained. These recoveries for less percentage of complaint attended and less percentage of satisfied Users shall be simultaneous and in addition to recoveries mentioned elsewhere in the bid documents.
8. The contractor or his Engineer at the Service Centre shall maintain complaint register, logbooks, etc.as required for nature of work at service centre / pump house etc.
9. In order that the contractor may take daily instructions regarding all complaints / works except day-to- day maintenance, a site order book will be maintained at the Enquiry Office. The JE / AE will note down the schedule of work to be started at various locations.
10. The purpose of these facilities is to ensure satisfactory continuous functioning of various services inthe buildings.
11. The following facilities shall be Provided by Agency free of cost at the Service Centre (s): -
 - a) Suitable Counter for Computer Operator to sit and receive complaints from call centre of AIIMS.
 - b) Suitable space for the use of the workers and other staff deployed by the agency at the service centre.
 - c) The Internet connection for Service Centre.
 - d) The electric connection for general purpose at the Service Centre will be provided by the

Department.

12. The complaints which cannot be attended on daily basis shall be transferred to the major complaint for which the instructions of the JE/AE & EE shall be obtained before taking up the work.
13. Similarly, complaints registered for addition / alteration works shall be transferred to periodic/up-gradation and shall be submitted to J E / AE-In-Charge for the completion of the formalities before the work is ordered to be taken up.
14. Operations in which assistance shall be provided by the agency to AIIMS.
 - a) Assisting the department in detection of unauthorized encroachments in the area being maintained.
 - b) Informing the Engineer-in-Charge regarding the failure of any service being provided by other agencies, in so far as they affect the assets being maintained under this contract, so that they can be taken up with the concerned local body / departments for rectification.
15. The entry of having attended complaint shall be recorded in by the Contractor or as per direction of J.E./A.E. in charge.
16. Dedicated mobile phones have to be maintained round the clock at service centre by agency for communication regarding complaints for which nothing extra shall be paid.

5.3 The List of Buildings

S. No. Name of Building & No. of Stories

- i. Hospital Building= (Basement+Ground+6 floors)
- ii. Ayush Building= (1 No. Building) of (Ground +1 floors)
- iii. Medical College with Nursing College = (1 No. Tower) of (Ground +6 floor)
- iv. Auditorium= (1 No. Building) of (Ground +1 floor)
- v. Sports Complex/ Multipurpose Gym = (1 No. Building) of (Ground floor)
- vi. Night shelter + convenience= (1 No. Building) of (Ground +3 floors)
- vii. Dining Hall Boys= (1 No. Building) of (Ground +1 floor)
- viii. Dining Hall Girls = (1 No. Building) of (Ground +1 floor)
- ix. Club House + Guest House+ Community Centre= (1 No. Building) of (Ground + 3 floors)

6. Scope And Specific Details/Conditions

6.1 Performa of Schedule “A to F”: -

Clause 32: Requirement of Technical Representative(s) and Recovery Rates

6.1.1 HVAC Works

Schedule ‘A’	
Schedule of quantities	Attached as Appendix E, F, G, H, I & J
Schedule ‘B’	
Schedule of materials to be issued to the contractor	-----Nil-----
Schedule ‘C’	
Tools and Plants to be hired to the agency	-----Nil-----
Schedule ‘D’	
Extra schedule for specific requirements/documents for the work, if any.	Attached as Additional conditions and Specifications.
Schedule ‘E’	
Reference to General Conditions of contract	General Conditions of Contract 2023 (Maintenance Works) for CPWD Works with amendments issued upto last day of online receipt of tender
Name of Work:	
operations and maintenance in respect of HVAC works for AIIMS Vijaypur, Jammu, Campus for 1 year.	
Sub Head: - operations and maintenance in respect of HVAC works for AIIMS Vijaypur, Jammu, Campus for 1 year.	
Estimated cost of work :	Rs. 31,57,387/-
(i) Earnest money	Rs. 63,148/-
(ii) Performance Guarantee	5% of Tendered Value
(iii) Security Deposit	2.0% of Tendered Value
Schedule ‘F’	
General Rules & Directions: -	
Officer inviting tender -	Superintending Engineer, AIIMS Jammu
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	See Below
Definitions:	
2 (v) Engineer-in-Charge	Executive Engineer, AIIMS Vijaypur, Jammu
2(viii) Accepting Authority	Competent Authority
2(xi) Standard schedule of Rates	DSR and latest minimum wages as decided by Labour Commissioner
2(xii) Department	Engineering Wing, AIIMS Vijaypur, Jammu

9(ii) Standard CPWD Contract Form:		General Conditions of Contract 2023 (Maintenance Works) for CPWD Form – 7 with amendments issued upto last day of online receipt of tender	
Clause 1			
(i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable Labour Licenses, Registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof, from the date of issue of letter of acceptance, in days		07 Days	
(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above		07 Days	
Clause 2 Authority for fixing compensation under clause 2		Superintending Engineering, AIIMS Vijaypur, Jammu or his successor thereof.	
Clause 2A Applicable clause/clause 2A		No	
Clause 3 Number of days from the date of issue of letter of acceptance for reckoning date of start		10 Days	
Table of Milestones		As per Table given below	
S. No.	Description of Milestone (Financial)	Time Allowed in days (from date of start)	Amount to be withheld in case of non-achievement of Milestone
N.A.			
Time allowed for execution of work		12 months	
Authority to decide: -			
(vii) Extension of time		Superintending Engineering, AIIMS Vijaypur, Jammu or his successor thereof.	
(ii) Rescheduling of mile stones (iii) Shifting of date of start in case of delay in handing over site.		Superintending Engineering, AIIMS Vijaypur, Jammu or his successor thereof.	
Applicable Clause5/Clasue5A		Clause 5	

Clause 4 List of testing equipment to be provided by the contractor at site lab:	Attached
Component of labour: -	NA
Component of P.O.L.: -	NA

Clause 5	
The Completion cost of any agreement for maintenance works including works of upgradation, aesthetic, special repair, addition/alteration should not exceed two times the contract amount. Deviation up to 1.25 times of contract amount shall be approved by Engineer-in-charge with recorded reasons. Deviation beyond 1.25 times up to 1.5 times of contract amount shall be approved by SE, AIIMS. In exceptional case, ED & CEO, AIIMS shall have power to approve the deviation beyond 1.50 time's up to 2.0 times of Contract amount with recorded reason and take suitable corrective action.	
Clause 6 Competent Authority for deciding reduced Rates (shall be limited up to 5% of the Contract value)	Superintending Engineering, AIIMS Vijaypur, Jammu or his successor thereof.
Clause 7 List of mandatory machinery, tools & plants to be deployed by the contractor at site:	As per requirement at site and shall be arranged by the contractor.

Conciliator	ED & CEO AIIMS Vijaypur, Jammu
Arbitrator appointing authority	Superintending Engineering, AIIMS Vijaypur, Jammu or his successor
Place of arbitration	Vijaypur or Jammu

Clause 8: Requirement of Technical Representative(s) and Recovery Rates

Sl. No.	Minimum qualification of technical representative	Discipline	Designation of Technical Staff	Minimum Experience (in years)	Nos.	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 32	
						Figures	Words
1	Graduate Engineer or Diploma Engineer	Mechanical	Supervisor	3-5 years respectively	1	15,000/-	Fifteen Thousand only

The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form -16 or CPF deduction issued to the Engineers employed by him) along with every account bill/final bill and shall produce evidence if at any times so required by the Engineer-in-charge.

6.2 Scope

6.2.1 E&M Services: -

S No.	Name of Building	E&M Services
1	Hospital Building	HVAC System, BMS
2	Ayush Building	HVAC System, BMS
3	Academic Building	HVAC System, BMS
4	Auditorium Building	HVAC System, BMS
5	Night Shelter	VRV
6	Club & Guest House	VRV
7	Sports Complex	VRV AND AHU
8	Dining Male Female	VRV

1. The contractor shall depute staff with minimum qualifications and experience as detailed below: -
 - i. **HVAC Operator cum BMS Operator:** - - Should have passed ITI (RAC)/ Diploma in Mechanical with minimum 1-year practical experience in same field.
 - ii. **HVAC Technician:-** Should have passed ITI (RAC)/ Diploma in Mechanical with minimum 2-year practical experience in same field.
 - iii. **Supervisor:** - The duty of supervisor will be to monitor, collect information and reporting to departmental engineers. He must be holding bachelor's degree/Diploma in Electrical/Mechanical and having experience of minimum 2(two) years.
 - iv. **Helper:** - Physically fit, minimum 10th-class pass and 1-year minimum experience in same type of work.
2. The Contractor will submit all the Credentials of Staff to be deputed at site as per requirement of Agreement within 7 days from the issue of acceptance letter to the Engineer-in-Charge. A Screening Committee headed by Engineer-in-Charge will scrutinise the competency of staff to be employed in the work. The list of staff for all sub heads should be provided before sitting of screening committee. This exercise shall be done within 15 days of issue of acceptance letter.

Detail of Screening Committee 1. Concerned Executive Engineer (E)-Chairman

Concerned Assistant Engineer (E)-Member 3. Concerned Junior Engineer (E)- Member 4. Assistant Engineer (E) as nominated by Concerned Executive Engineer (E)-Member

The screening committee will hold an interview of the staff to be engaged in the work for assessing the capability/suitability of the staff for the maintenance work.

If the staff fails after screening, then contractor will provide alternate staff for screening. The discontinuity arising due to incompetent staff shall be attributable on contractor and the duty of failed staff shall not be counted. The stop-gap arrangement will be made by available staff who are passed in screening. No additional payment shall be payable to contractor for this arrangement.

3. In case, the number of staff required as per BOQ is not deployed either by contractor due to any reason from his side or asked by the department to deploy less or more number of staff as per actual site requirement, then the rate of that item shall be paid as per method described below: -

- i. If contractor fails to deploy number of staff required as per BOQ of any item from date of start of work, then it shall be deemed as absence of staff and necessary recovery as per condition of the contract shall be made. This is also applicable for any staff remains absent during the currency of the work.
 - ii. If department asks the contractor to deploy more number of staff against stipulated number of staff, then the additional staff shall be paid as extra item statement as per clause 12 of the contract.
 - iii. If the department asks the contractor to deploy less number of staff against stipulated number of staff at the time of start of work or during currency of work, then the item shall be paid on pro rata basis w.r.t estimated cost of that item \pm percentage above or below quoted by the contractor. The rates derived by the Engineer-in-charge shall be final and binding in this regard.
4. All the material to be used on this work by the contractor shall be got approved from the Engineer- in-Charge before use at site.
 5. The bad workmanship will not be accepted and defects shall be rectified at contractor's risk and cost to the satisfaction of the Engineer-in-Charge. No claim for idle labour will be entertained.
 6. All the debris of the works should be removed and the site should be cleared by the contractor immediately after accumulation of debris. Similarly, any rejected material should be immediately cleared off from the site by the contractor.
 7. The work shall be carried out in such a manner so that it may not interfere or effect or disturb other works, being executed by other agencies. He shall arrange his work with respect to other in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of the Engineer-in-Charge. Any damage done by the contractor to any existing work shall be made good by him at his own cost.
 8. The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the Occupants and to the public in general. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.
 9. The main/associated contractor shall have registration with Employee Provident Fund Commissioner and Employee's Estate Insurance Corporation for safeguarding the interest of his workmen. The contractor shall obtain all necessary approval from state/Local Body as per law in vogue.
 10. All staff employed by the contractor should be issued Uniform, Badges and Identity Cards by the contractor. The staff deployed by the contractor should wear neat and clean uniform. For ensuring this, two sets of winter and 2 sets of summer uniform shall be given to each staff. In case staff is not found in proper uniform, recovery shall be made as per Contractor shall provide name, father's name, residential address and other details i/c photo as may be required by the security staff for issue of photo pass to the labour engaged on work.
 11. The staff engaged by the contractor should be well behaved, polite and courteous. Any complaints against staff misbehaviour should be taken very seriously and such staff shall be removed by the contractor immediately from the site and replacement shall be done for the same.

12. The contractor shall take immediate action to attend any complaint assigned to him through site order book/verbal instruction from Engineer-in-charge or on telephones from occupants. In all cases the complaints falling under scope of the contract, shall be attended in the specified duration as mentioned below: -
 - a. Complaint of emergent nature such as – No power- shall be attended within 01 (one) hours.
 - b. Minor complaints will be attended within 4 hours.
 - c. Major complaints will be attended within 3-4 days or as decided by Engineer-in-charge.
13. All the complaint registers, log books, workers diary, test result registers or any other record shall be provided by the contractor, maintained by the staff of the contractor and shall be handed over to the department on the completion/ termination of the contract.
14. All complaints and work executed shall be properly recorded in the complaint register and documented. This register shall be kept at site office/service centre and abstract of daily complaints received/attended shall be recorded in the register and compiled list of monthly complaints shall be submitted on first day of every succeeding month. Attendance record of staff deputed shall be maintained and kept at site office and duty chart of worker shall be displayed at site office/service centre.
15. The Contractor shall pay to the engaged staff according to updated Minimum Wages Act on or before 7th day of every month by ECS/RGT or by Cheque only & submit copy of same with bill duly verified by AE/JE (E). No payment in cash is allowed in any case.
16. No running bill will be paid to the contractor unless he produces the proof of paid receipt of ESI/EPF contribution and other document as required in Agreement to the concerned authority.
17. The contractor will deposit ESI and EPF contribution (vide separate ECR and Challans) deducted from the employee and contribution on the part of employer paid by the contractor to the concerned authorities. For reimbursement of ESI & EPFO from the department, the contractor shall submit an affidavit on stamp paper of Rs. 10 along with the duly paid challans duly certified by the Chartered Accountant stating "I have not claimed the reimbursement of this bill from anywhere else. I shall also not claim this from any other office in future". Claim for re-imburement of ESI / EPO already paid to the worker must be claimed department within 6 months of payment to the worker/ staff. Any claim received after that may not be entertained because of lingered financial liability not admissible by client or MoUD.
18. Along with each R/A bill, the contractor has to submit the following documents: -
 - a. Payment to Labourer: - The contractor shall submit proper documents/proof of wages paid.
 - b. Details of PF A/C No., EPF & ESIC deducted from the wages of the labour/worker duly certified by the Junior Engineer/Assistant Engineer.
 - c. Confirmation of duty of Engineer as per GCC clause 32 requirements.
19. Safety of staff will be the responsibility of the contractor as per labour law. The department will not be a party in Such litigation.
20. The staff deployed by the contractor is only for services. The department will not be responsible for their regularization or absorption or any compensations.
21. As the installations /equipment are in running condition the installation shall be handed over on " as is where is basis" and nothing extra shall be paid toward pre- maintenance However, if any deficiencies are brought to notice of department while taking over of installations by the contractor, for rectification of which some

parts are required, the same shall be arranged by the department and provided to the contractor free of cost but shall be replaced by the contractor for which nothing extra shall be paid.

22. The contractor, within 15 days after issue of Letter of Commencement will report about the major deficiencies, shortcomings in the equipment or system if any. Otherwise, it shall be presumed that all inventories (under scope of work) are in running conditions.
23. The Engineer-in-charge reserve the right to ask contractor to remove any of the staff without assigning any reason whatsoever decision of Engineer-in-charge will be final and binding at the contractor.
24. The quoted rates shall be inclusive of all GST, Taxes, cartage, handling, travel etc.
25. After the expiry of the contract, the firm shall have to hand over complete installation to the department in proper working order. All defects and deficiencies shall have to be rectified by the firm to the entire satisfaction of Engineer-in-charge failing which, the work shall be got done at the risk and cost of the firm.
26. All type of preventive/routine maintenance and periodically test of Installation would as per relevant CPWD General Specifications for HVAC 2017, as amended up to date would be carried out by the contractor and records would be prepared by Contractor duly signed by JE(E) and EE(E) and submitted along with bill; otherwise no payment would be released.
27. The contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-Charge and to comply with the remarks therein.
28. Contractor shall provide First Aid facility for his staff at site.
29. Duty Chart of required staff is attached below as Annexure II for general information to the bidder. Actual Duty chart shall be prepared by the contractor in consultation with the Engineer-in-charge as per actual requirement for respective installations and accordingly, staff shall be deployed.

6.3.

6.3.3 BMS,

A. BMS System: -

- 1 The make of BMS system installed at site is “Schneider Electric Make”. The scope of work includes Operation of Building Management System (BMS) i/c all connected equipments and accessories installed along with coordination to other maintenance agencies.
- 2 The contractor will have to depute the manpower according to duty mentioned in the Annexure II. The qualification and experience shall be as per General Terms and Conditions for E&M Works
- 3 The Scope of this contract also includes: -

General check-up of connected Equipments/accessories to the BMS and day to day observations/complaints related to the connected Equipments/accessories and report to

Dept/operating agencies responsibility shall be with contractors only.

The following Equipments/accessories are connected through the BMS i.e. HVAC, AHU, Fire Fighting System, etc.

- 4 The contractor has to watch & ward to the BMS software and related accessories like as Computer etc. as per direction of Engineer-in-Charge and shall also maintain the records to this effect.
- 5 The operator shall maintain following records on daily basis & shall produce same as and when required by officers / Engineer-in-Charge.

Daily check sheet of all equipment / accessories of BMS Installations i.e call for attending the complaints of related operating agencies and take report of callback for the same related complaints.

- 6 The complete BMS i/c installation shall be handed over in good condition and not inferior to present condition to the department & to the satisfaction of Engineer-in-Charge immediately after completion (at the time of take over the system) of the work. The Final Payment will be made thereafter.

6.3.3(g) HVAC SYSTEM: -

(A) OPERATION OF HVAC PLANT

1. The work shall be carried out as per CPWD general specifications of HVAC 2017 with up to date amended and as per direction of Engineer-in-charge.
2. The contractor will have to maintain all equipment as per APPENDIX-G (enclosed) in schedule of work in proper working condition and hand over the same in similar condition at the time of hand over of plant and improvement in plants subsequently carried out by the department from time to time which are not within the scope of the work.
3. The contractor will have to ensure following inside conditions. A penalty shall be made as per recovery conditions in case of failure due to deficiency in service under scope of contract.
 - a) Offices, conference rooms : DB 24 ± 1 Deg, RH not exceeding 55%
 - b) Lobby : DB 24 ± 1 Deg, RH not exceeding 55%
 - c) UPS and Hub Rooms : DB 22 ± 1 Deg, RH not exceeding 55%
 - d) Data Centre : DB 21 ± 1 Deg, RH not exceeding 50% ± 5%
 - e) Orthopaedic OTs : DB 20 ± 2 Deg, RH 50% to 60%
 - f) Rest all OTs : DB 21 ± 2 Deg, RH 50% to 60%
 - g) ERCP and all critical areas such as ICU, CCU, Pre-operation, Post-operation, Minor OT etc.: DB 24 ± 1 Deg, RH 50% to 60%
 - h) Laboratory : DB 22 ± 2 Deg, RH 50% to 60%
4. The contractor will have to depute the manpower according to duty mentioned in the Annexure II. The qualification and experience shall be as per General Terms and Conditions for E&M Works.
5. Since the plants are catering to the AC requirement of AIIMS Vijaypur, Jammu, the contractor have to ensure that all the AHU's and AC plants are maintained in proper working condition. In case of any breakdown in plants, electrical panel etc. the same shall have to be attended immediately on the same day.
6. During the running of the contract, the responsibility of physical custody of the plants and its associated equipment as per Appendix-G will rest on the contractor. If any item(s) is/are missing recovery shall be made from the contractor bill. The decision of Engineer-in-charge shall be final and binding on the contract.
7. Logbook as per standard Performa will have to be filled in by the contractor's staff. The logbook shall be kept in the Plant room, which will be checked by the JE(E)/AE(E). The contractor's staff will have to take action as per direction of JE/AE from time to time. The logbook shall be supplied by the contractor free of cost.

8. The site (A.C. Plant room, Cooling Tower, AHU's Centrifugal pumps, PAC and other Equipments) will have to be kept clean.
9. The maintenance work as per maintenance manual of the OEM to be carried out in time bound manner for which proper records, history cards of each chilling machine, AHU's and other Equipments etc. will have to be completed/filled by the contractor's staff.
10. Logbook as per standard Performa will be supplied by the contractor and have to be filled in by the contractor's staff. The log book will be kept in the plant room will be checked by the Engineer-in-charge or his preventative. The contractor will have to take action as per direction of Engineer-in- charge or his representative from time to time.
11. Contractor shall maintain history cards of major equipment's as directed by JE(E)/AE(E). There will be check list for preventive maintenance to be carried as per attached maintenance schedule. Contactor shall provide all the necessary maintenance services and the same shall be recorded in the history cards of the equipment with date. Copy of this history card shall be submitted to O/o the Assistant Engineer(E)/Junior Engineer(E)/for the records.
12. The OEMs contact numbers / 24x7 customer / service centre number/ email address of major Equipments to contact/lodge the complaint shall have to be readily available with the staff.

(B) PRECISION AIR CONDITIONING

1. The scope under the contract shall be: -
 - a. Routine service and general checking, cleaning of the system once in a month by qualified Service Engineer.
 - b. Checking the functioning of the controller of the units, Flow of blower etc.
 - c. Checking and adjustment of power and control parameters. Temperature reading, logging of AMPS (Motor), vibrations, leakages tighten all the connections.
2. Only qualified engineer and trained staff shall be deputed for repairs / checking who have well experience in maintaining and repairing of system. Any incident occurs due to negligence of the worker the firm shall be responsible and all compensation, damages shall have to pay by the firm.
3. The firm shall have to maintain a register for maintenance and all visits for each unit i/c parts replacement to be recorded in it duly signed by JE(E)/AE(E).
4. The firm shall have to arrange at his own cost, all types of tools and plants etc. as required to carry out the complete work. No T&P shall be issued to the firm by the department.
5. All the equipment shall be handed over to the firm in perfectly working condition and thus it will be the responsibility of the firm to hand over all the equipment in perfectly working conditions after expiry of the contractor.

HVAC INVENTORY, AIIMS Vijaypur, Jammu

S.No.	Description of Item	Quantity
1.	Centrifugal Type Chillers, 800TR each	5 Nos.
2.	Cooling Towers, 1000 Ton each	5 Nos.
3.	Primary Pumps, 30 KW each	5 Nos.
4.	Secondary Pumps, 55 KW each	5 Nos.

5.	Condenser Pumps, 45 KW each	5 Nos.
6.	Air Handling Units (AHUs)	250 Nos. (approx.)
7.	Axial Fans of various capacities	290 Nos. (approx.)
8.	Fan Coil Units (FCUs)	485 Nos. (approx.)
9.	Variable Air Volume (VAV)	400 Nos. (approx.)
10.	Heat Recovery Units (HRU)	14 Nos.
11.	Hot Water Generators, 500 KW each	05 Nos.
12.	Hot Water Generators, 80 KW each	04 Nos.
13.	Hot Water Pumps	05 Nos.

ANNEXURE I

The Contractor had to operate HVAC System. The Contractor must provide 24x7 manpower as per following schedule: -

Sr. no	Description of site	General Shift	Shift-I 6:00 Am to 2:00 Pm	Shift-II 2:00 Pm to 10:00 Pm	Shift- III 10:00 Pm to 6:00 Am	Total
1	HVAC Supervisor Cum BMS Operator	1				1
2	HVAC Operator Cum BMS Operator		1	1	1	3
3	Technician	1				1
4	Helper	1	1	1	1	4
	Total in shift	4	2	2	1	9

DUTIES And Responsibilities:

1. HVAC Supervisor Cum BMS Operator

- Supervise the operation of **chillers** (including monitoring load, temperatures, pressures, and efficiency), **AHUs, FCUs, VRV/VRF systems, cooling towers, pumps and exhaust systems**.
- Ensure all equipment runs smoothly, adheres to design parameters, and operates safely without unnecessary energy waste or downtime.
- Coordinate shift handovers, assign tasks to technicians, Operators and Helpers. Provide guidance to ensure consistent performance across the team.
- Diagnose mechanical and electrical faults in HVAC systems, such as, refrigerant leaks, motor issues, sensor malfunctions, valve problems, or electrical wiring/control faults.
- Monitor and control HVAC, electrical, ventilation, through the BMS interface.
- Adjust setpoints (e.g., temperature, humidity, pressure), schedules (e.g., occupancy-based timing for AHUs or chillers), and parameters to optimize comfort, energy consumption, and system efficiency while aligning with operational needs.
- Maintain detailed chiller and plant room logs Recording key parameters such as operating hours, temperatures, pressures, energy usage, water treatment levels, and any anomalies on a daily/shift basis.
- Prepare incident reports for any faults, breakdowns, alarms, or near-misses, documenting causes, actions taken, downtime, and lessons learned.
- Attend to and address complaints from occupants or departments regarding temperature issues, noise, air quality, or system performance, investigating promptly and implementing solutions.
- Communicate planned shutdowns (e.g., for maintenance or repairs) in advance to affected areas, including timing, duration, and expected impacts.
- Any other work assigned by JE/AE.

2. HVAC Operator Cum BMS Operator

1. Day to Day operation chillers, pumps, Cooling Tower and BMS system.
2. Operation of all equipment's of HVAC and Monitoring and operating of BMS as per Schedule.
3. To ensure that the plant room and equipment is always kept clean on regular basis and to maintain History Tag for chillers pumps and cooling towers, etc. at site, and in healthy working condition.
4. Regular checking of temperature and humidity in all areas.
5. To ensure the proper operation of all pumps, chillers, cooling towers, AHUs.
6. Checking weekly the automatic starting of chillers from BMS.
7. To maintain Logbooks and other required record.
8. Check the operating parameters of all the Chillers and fill-out a daily log sheet.
9. Check all set points for proper setting and functions. Make sure there are no unusual sounds and vibrations.
10. Operation of VRV air conditioning system including basic preventive maintenance.
11. Check the water level of Cooling tower, oil level of the gearbox of cooling tower and Chillers.
12. Regularly Inspecting the HVAC installation in assigned area for any shortcomings. Recording the same and bringing it to the notice of JE/AE.
13. Any other work assigned by JE/AE.

3. Technician

1. Attend breakdowns and regular complaints.
2. Replace motors/ bearings/ belts/ valves/sensors.
3. Leak checks & brazing in HVAC System as Required.
4. Basic BMS field device checks and Maintenance.
5. Regularly Inspecting the HVAC installation in assigned area for any shortcomings. Recording the same and bringing it to the notice of Operator/JE/AE.
6. Check & Verify motor amperage load limit.
7. Check all alignments, seals, and lubrication (where necessary) of Compressor motor and assembly.
8. Perform analysis on oil and filter, change if necessary. Check the oil pump and seals. Check the oil heater. Also, inspect oil quality and submit a report to the Engineer –In-Charge, replace if required.
9. Check all electrical connections and terminals for full contact and tightness.
10. Inspect clogging of water sump, fills, nozzles. adjust bleed , float and central valves for desired water level (replace fills if required) of cooling Tower.
11. Check for unusual noise/vibration in fan and fan guard, motor drive shaft and guard, bearing etc. Also Rebalancing of fan & fan guard, driveshaft & guards of Cooling towers
12. Check for leaks on suction and discharge pipes.
13. Check for seals and packing glands etc. and any leakage from glands, seal or flange joints. Replace the seal if required.
14. Check motor and pump operation for excessive vibration, overheating, noise, etc. Motor rewinding to be done (if required). Check alignment of pumps, motor and rectify if required.
15. Lubricate pump and motor bearing (replace bearing if required).
16. Clean exterior of pump, motor and surrounding area.
17. Clean strainer, replace strainer mesh if required with SS/Brass.
18. Check VFD operation, attend troubleshooting and rectify if any.
19. Check the connection, termination, terminal blocks, tighten and clean the panel.
20. Clean the VFD with an air blower.
21. Repair or replace VFDs if required
22. Check the unit for noise, vibration and any abnormality.
23. Clean filters periodically as per PPM (replace filters if required).
24. Drain and clean the condensate pan.

25. Lubricate, greasing motor and blower bearing (replace bearing if required).
26. Clean coil and cabinet with vacuum/blower and water pressure.
27. Diffuser, grills, dampers and toilet inline fan cleaning as per schedule.
28. Any other work assigned by Operator/JE/AE.

4. Helper

1. Clean the plant room, AHU rooms and installations & equipment's.
2. Provide Aid the operators/technicians.
3. Carriage of ladders and tools if required.
4. Digging of earth for as and when required.
5. All the works assigned by operator/technician to keep the system in healthy condition.
6. Any other work assigned by JE/AE.

BOQ Operation of HVAC System-Low Side And High side						
	a	b	c	d	e	f
Sr. No.	Type of Employees	Type of Labour	No, of Employees	No. of working days in a year	Minimum wages per day (as per MoLE, Govt. of India for C Area, (Basic)+(VDA)) (in ₹)	Wages per annum (in ₹) c*d*e
Header A - Labour component - Tenders having quoted rates below the prescribed minimum wages and statutory provisions under Header 'A' (Even if it is less by ₹1/-) will be rejected.(Higher between the minimum wages declared by central Govt)						
1	Supervisor	Highly Skilled	1	312		
2	HVAC operator cum BMS operator	Skilled	3	312		
3	HVAC Technician	Skilled	1	312		
4	HVAC Helper	Semi -Skilled	4	312		
Total Cost of Labour per annum - (A)						
5	Bonus @8.33% - Yearly salary x 8.33% Bonus (Payable only for employees receiving salary up to ₹21,000/- per month or any amount specified by authority form time to time)					
6	EPF @12.5% (includes admin. Charges) on 'calculated for 1 (Employees) x 15000 (Monthly ceiling) x 12 months x 12.5% EPF Contribution (Subject to maximum ceiling of 15000 salary per month or any amount specified by EPFO from time to time)					
7	ESIC @3.25% - Yearly salary x 3.25% ESIC (Payable only for employees receiving salary up to ₹21,000/- per month or any amount specified by ESIC from time to time)					
8	Total amount for Header-A (Labour Component) per annum i.e., Sum of Header A of 1 to 4 including 18% GST					
9	Add 15% including expenditure for 2 sets of uniform +1 set of safety shoes, gloves for each employee, Expenditure for stationery and logbook, expenditure for Tools and Tackles Etc.					
				Total Amount		
				Total Say		

**6.3.3(j) LIST OF TESTING & MEASURING EQUIPMENT
(TO BE PROVIDED BY CONTRACTOR)**

S No.	T & P Articles	Quantity
1.	Insulation Tester Megger (0 - 1100v)	1 No.
2.	Clamp or Tongue Tester, Solder Machine	1 No.
3.	Aluminium Ladder- (a) Suitable for internal & external electrical work (8', 10', 12' & 14') (b) Wheel ladder 18' for streetlight repairing & maintenance.	2Nos. for (a) 1 No. for (b)
4.	Spanners kit	2 Set
5.	Plier / cutter	1Set- with each Technician
6.	Screw drivers	1Set- with each Technician
7.	Test Lamp & Line Tester	1Set- with each Technician
8.	High Pressure Jet Pump	01 Nos.

10.	Digital Multi meter	1 No.
11.	Pipe wrench up to 4”	1 No.
12.	Tacho Meter	1 No.
13.	HAMMER	1 Kg, 2 Kg
14.		
15.	Vernier; Screw gauge (Digital)	1 Set
16.	Chase Cutting Machine	1 Set
17.	DIE & VICE	1 Set
18.	Allen Keyset	3 set
19.	Blower	1 set
20.	Vacuum Cleaner	1 set
21.		
22.	Hand Gloves LT	2 set
23.	Room Temp & Humidity and WBT measuring instrument	2 Set
24.	Air flow meter (Anemometer)	2 set
25.	Air flow Hood (For HVAC duct)	1 set
26.	Decibel meter	1 set

6.3.3(m) RECOVERY CONDITIONS for HVAC Services

For Operation of Fire Alarm, BMS, LAN, CCTV, Access Control, Audio-Visual & EPABX: - For

BMS

The operator staff of the contractor shall always be available in BMS room at all times if found missing a recovery of Rs.500/- per occasion notice shall be made from the contractor's bill.

1. by JE(E)/AE(E). Failure which recovery of Rs. 500/- per service shall be recovered from the contractor.

For Fire Alarm, LAN & EPABX System: -

1. The Routine visit of the Electronic Engineer shall be made two times a month besides any no. of complaints made and as and when required failure of which a recovery of Rs- 5000.00 per visit shall be made from the contractor bill. A service report shall have to be prepared and submitted to the department by the service engineer duly signed by concerned JE(E)/AE(E).
2. The contractor shall produce the complaint register/log book whenever asked by the department. Complaint if any have to be attended same day failure of each shall attract recovery of Rs. 1000/-

For Operation of HVAC Plant

1. The contractor will have to ensure following inside conditions. A penalty of Rs. 1500/-per hour will be levied if the inside conditions are not maintained for more than 2 hours on account of improper maintenance / operation of the plant in case of failure due to deficiency in service under scope of contract.

- | | | |
|----|---|--|
| a) | Offices, conference rooms: | DB 24 ± 1 Deg, RH not exceeding 55% |
| b) | Lobby : | DB 24 ± 1 Deg, RH not exceeding 55% |
| c) | UPS and Hub Rooms : | DB 22 ± 1 Deg, RH not exceeding 55% |
| d) | Data Centre : | DB 21 ± 1 Deg, RH not exceeding $50\% \pm 5\%$ |
| e) | Orthopedic OTs : | DB 20 ± 2 Deg, RH 50% to 60% |
| f) | Rest all OTs : | DB 21 ± 2 Deg, RH 50% to 60% |
| g) | ERCPC and all critical areas
such as ICU, CCU, Pre-operation, post-operation,
Minor OT etc. : | DB 24 ± 1 Deg, RH 50% to 60% |
| h) | Laboratories : | DB 22 ± 2 Deg, RH 50% to 60% |

2. Since the plant are catering to the AC requirements of AIIMS Vijaypur, Jammu, which is a very important building hence the contractor will have to attend any fault/Breakdown immediately or within 2 Hours , failing which recovery@Rs.1000/- per compliant/Day shall be made and if the desired staff is not deputed in reasonable time engineer-in-charge will be at liberty to employ staff to get the work done by other agency at the risk and cost of the contractor for which decision the engineer-in-charge will be final and binding to the contractor.
3. Earth/Insulation test of all equipment will be carried out half yearly and result recorded in the separate register failing which a recovery of Rs. 1,500/- per month will be affected.
4. Recovery shall be made if following services will not be provided as per the conditions.

i.	Cleaning of plant room with all Equipments	Rs. 1000/- per day
ii.	Monthly Servicing of AHU's	Rs. 2000/- per AHU per month
iii.	Cleaning AHU's / Filters	Rs. 500/- per AHU per month
iv.	Cleaning of chilled beam grills & diffusers	Rs. 200/- per chilled beam per month
v.	Cooling tower/ CT Sump	Rs. 500/- per cooling tower per month
vi.	Ductable / Package unit monthly service	Rs. 1000/- each per Month
vii.	Ductable / Package unit (Defective part replacement complaint)	Rs. 500/- each per complaint per day.

For Precision Air Conditioning

The firm should attend all the complaints within 6 Hours. In case of not attending the complaint or absent, lumpsum of Rs. 500/- per complaint / day shall be deduced from the bill of the firm.

For Operation of Medical Services

Any minor/major fault occurring in the smooth running/operation of the Medical Services shall be attended within 4 hours, but in no case beyond 8 hours otherwise a recovery of Rs. 2000.00 per day/per complaint shall be made from the bill of contractor.

7. OTHER CONDITIONS OF CONTRACT

OTHER CONDITIONS OF CONTRACT

30. LABOUR

30.1 The Contractor shall, make arrangements of his own cost and expenses for the engagement of all staff and labour, local or others; for their payment, housing, feeding and transport; and for compliance with various labour laws/ regulations.

30.2 The Contractor shall, as asked by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

31. COMPLIANCE WITH LABOUR REGULATIONS

31.1 During the currency of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be notified already or that may be notified under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / byelaws / Acts / Rules / regulations including amendments, if any, on the part of the Contractor, the Engineer / Employer shall have the right to deduct any money due to the Contractor including, from his performance security / retention money. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub- Contractor in no case shall be treated as the employees of the Employer at any point of time.

31.2 SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee

under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days" (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:

- i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:- The Act is applicable to an establishment which employs prescribed minimum

(say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter- State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employ the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first- aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948:- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

32. DRAWINGS AND PHOTOGRAPHS OF THE WORKS

32.1 The contractor shall do photography/videography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

32.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 59.1, shall be taken or permitted to be taken by the Contractor or by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Videography shall be published or otherwise circulated without the approval of the Engineer in writing.

33. THE APPRENTICESHIP ACT 1961

33.1 The Contractor shall duly comply with the provisions of the Apprenticeship Act 1961 (III of 1961), the rules made thereunder and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

34. FORECLOSURE:

The scope of the work shall be reduced, if deemed necessary as per the change in site requirement. The Work Contract may be foreclosed, at any time by AIIMS Jammu. Intimation for such reduction of scope/foreclosure shall be made 7 days prior to the expected Foreclosure Date. Further, such reduction in scope/foreclosure shall be binding upon to the Contractor, without any representation and additional financial implication.

2. CHECK LIST FOR BIDDERS FOR SUBMISSION OF BID

1. The bidder should read all the instructions, terms & conditions, contract clauses, nomenclature of items, specifications etc., contained in the bid document very carefully, before quoting the rates.
2. The bidder should also read the General conditions of contract 2023 (maintenance work) (Amended up to date) published by D.G., CPWD, Nirman Bhawan, New Delhi-110011 which will be a part of the Agreement. The same is also available on CPWD website i.e. <https://cpwd.gov.in/>
3. The bidder shall quote his rates keeping in view the specifications, terms & conditions, additional and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.
4. The bidder shall have to make his own arrangement for housing facilities for staff and labour away from site and shall have to transport the labour to and fro between site and labour camp at his own cost. No labour huts will be allowed to be constructed at the site except a few temporary sheds for chowkidars and storekeepers. The decision about how many huts can be allowed for chowkidars and storekeepers at site shall rest with the Engineer-in-charge and the bidder shall have no claim on this account.

3. (SECTION) INTEGRITY PACT

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____
_____ Day of the month of _____ 20

Between

ALL INDIA INSTITUTE OF MEDICAL SCIENCES VIJAYPUR, JAMMU having its office at AIIMS VIJAYPUR, JAMMU-181134, (Hereinafter called the Buyer/Institute/AIIMS which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

And

M/s.,..... with office at _____ represented by Shri _____, Designation (hereinafter called the "BIDDER/Seller"/Service Provider/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both the INSTITUTE and BIDDER referred above are jointly referred to as the Parties]

The INSTITUTE intends to award, under laid down organizational procedures, Purchase orders /contract/s against Tender /Work Order /Purchase Order No.

The INSTITUTE desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

1. Enable the INSTITUTE to obtain the desired materials/ stores/equipment/ work/ services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the INSTITUTE will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause 1. Commitments of the INSTITUTE.

1.1 The INSTITUTE undertakes that AIIMS VIJAYPUR, JAMMU and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The INSTITUTE will, during the tender process / pre-contract stage, treat all BIDDERS with

equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

1.3 All the officials of The INSTITUTE regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

1.4 If the BIDDER reports to the INSTITUTE with full and verifiable facts any misconduct on the part of the INSTITUTE's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by the INSTITUTE, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the INSTITUTE. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the INSTITUTE, the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDER/ Contractors

1. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 1.1. The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the INSTITUTE, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 1.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the INSTITUTE or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the INSTITUTE for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the INSTITUTE.
 - 1.3. * BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 1.4. * BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 1.5. * The BIDDER further confirms and declares to the INSTITUTE that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the INSTITUTE or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 1.6. The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the INSTITUTE or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 1.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 1.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 1.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged
- 1.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 1.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 1.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the INSTITUTE, or alternatively, if any relative of an officer of the INSTITUTE has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013
- 1.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the INSTITUTE.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

- a. The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, AIIMS VIJAYPUR, JAMMU is entitled to disqualify the BIDDER from the tender process.

Clause.4. Earnest Money Deposit (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ as Earnest Money/Security Deposit, with the Buyer through any of the following instruments:
 - (i) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Buyer on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof of payment
 - (ii) Any other mode or through any other instrument.
- 4.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete

conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the Buyer, including warranty period, whichever is later.

- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the Buyer to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle AIIMS VIJAYPUR, JAMMU to take all or any one of the following action, wherever required: -
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the UBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the AIIMS VIJAYPUR, JAMMU, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact
- 5.2 AIIMS VIJAYPUR, JAMMU will be entitled to all or any of the actions mentioned in Para 5.1 (i) to (x) of this pact also on the commission by the BIDDER or anyone employed by it or acting on its behalf(whether with or without the knowledge of the BIDDER), of an offence as defined in The Bharatiya Nyaya Sanhita, 2023 or

Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 5.3 The decision of AIIMS VIJAYPUR, JAMMU to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/service/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/service/systems or sub systems was supplied by the BIDDER to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to AIIMS VIJAYPUR, JAMMU, if the contract has already been concluded.

Clause.7. Independent External Monitors

- 7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and address of IEMs are given below:-

<p>(1) Shri Animesh Chauhan, Flat No. 948, G Block, 6th Avenue, Gaur City 1, Sector 4, Greater Noida (West), Uttar Pradesh-201009 M No. 8130128000 Email: animeshchau@gmail.com</p>

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department! within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Clause.8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

Clause.9. Law and Place of Jurisdiction

BUYER. This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the

Clause.10. Other Legal Actions

In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMS VIJAYPUR, JAMMU or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.11. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Vijaypur, Jammu Jurisdiction.

Clause.12. Other legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.13. Validity and Duration of the Agreement

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire six months after the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at _____ on _____

AIIMS VIJAYPUR, JAMMU

Bidder

Signature

Signature

Name and Designation

Name and Designation

Witness

Witness

1.....

1.....

2.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS VIJAYPUR, JAMMU in regard to involvement of Indian agents of foreign supplier.