

SECTION-I	PRESS NOTICE	
------------------	---------------------	---

NOTICE INVITING e-TENDER

Online percentage rate bids are invited on behalf of the Director, PGIMER, Chandigarh from the Original equipment manufacturer / Authorized dealer dealing in similar type of work on two bid system (Eligibility cum Technical Bid).

NIT No. - PGI/Engg./AE/RAC-II/2026/05

Name of Work: CMC of Carrier make AC units installed at Learning Centre of Pediatric Gastroenterology ward at 1st floor, Block G, Nehru Hospital, PGIMER, Chandigarh.

Estimated Cost: Rs 171384/-

Earnest Money : Rs 3450 /-

Period of Completion: 3 years


Last date and time of submission of bid: 21-04-2026 upto 15.00 hrs.

Date and time for submission of original EMD as uploaded 22-04-2026 upto 12.00 hrs

Last date and time of opening of Technical cum Eligibility Bid. 22-04-2026 upto 15.00 hrs


The tender forms and other details can be obtained from the website: www.eprocure.gov.in/eprocure/app and official website of the PGIMER www.pgimer.edu.in. Press notice is also available on www.eprocure.gov.in. Contractors are requested to get their firm registered on the website www.eprocure.gov.in/eprocure/app for participating in e-tendering process. (Helpdesk for registering 9988447883)

**Assistant Engineer (RAC-II)
PGIMER, Chandigarh.**

SECTION-II	CHECK LIST	
-------------------	-------------------	---

CHECK LIST FOR CONTRACTORS FOR SUBMISSION OF TENDERS ONLINE:

1. THE FIRM MUST UPLOAD THE NECESSARY DOCUMENTS AS MENTIONED IN LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION AT PAGE OF BID DOCUMENTS.
2. IF ANY DISCREPANCY IS NOTICED BETWEEN UPLOADED EMD AT THE TIME OF SUBMISSION OF BID AND ORIGINAL EMD SUBMITTED PHYSICALLY BY THE BIDDER IN THE OFFICE OF THE BID OPENING AUTHORITY, THE BID SUBMITTED SHALL BECOME INVALID.
3. TENDER TO BE WITNESSED AT SPECIFIED PAGE OF TENDERED DOCUMENTS AT THE TIME OF DRAWING AGREEMENT WITH THE SUCCESSFUL BIDDER.
4. THE TENDER / TENDERS CONTAINING CONDITIONS CONTRARY TO THOSE SPECIFIED IN THIS DOCUMENT SHALL BE SUMMARILY REJECTED.
5. THE INTENDING BIDDER SHALL QUOTE HIS PERCENTAGE RATES IN FIGURE ONLY. THE RATES IN WORDS, AMOUNT OF EACH ITEM AND THE TOTAL IS GENERATED AUTOMATICALLY. THEREFORE, THE RATE QUOTED BY THE BIDDER IN FIGURES IS TO BE TAKEN AS CORRECT.
6. THE CONTRACTOR(S) SHALL QUOTE THE PERCENTAGE RATES KEEPING IN MIND, GENERAL CONDITIONS OF CONTRACT FOR CPWD WORKS 2023 ALONGWITH AMENDMENT UPLOADED ON THE WEBSITE OF PGIMER, SPECIAL CONDITIONS OF CONTRACT ETC.
7. IT MAY BE NOTED THAT IN THE PRESENT CONTRACT CLAUSE 10 B (ii) & CLAUSE 10C, 10CA & 10CC IS NOT APPLICABLE.
8. IT WILL BE MANDATORY TO APPROACH DISPUTE REDRESSAL COMMITTEE (DRC) & CONTRACTOR OR DEPARTMENT CAN ONLY SEEKS ARBITRATION IF NOT SATISFIED WITH THE DECISION OF DRC.
9. ONCE THE BID UPLOADED BY THE BIDDER IS WITHDRAWN, HE WILL NOT BE ALLOWED TO RESUBMIT HIS BID, HOWEVER, HE CAN EDIT HIS BID ANY NUMBER OF TIMES BUT BEFORE LAST DATE & TIME OF SUBMISSION OF BID.

SECTION-III	CPWD Form- 6 for e-Tendering of PGIMER works	
-------------	--	---

Online Percentage rate bids are invited on behalf of the Director, PGIMER, Chandigarh from the Original equipment manufacturer / Authorized dealer dealing in similar type of jobs for the work of **CMC of Carrier make AC units installed at Learning Centre of Pediatric Gastroenterology ward at 1st floor, Block G, Nehru Hospital, PGIMER, Chandigarh**

1.1 The work is estimated to cost Rs 171384/-. This estimate, however, is given merely as a rough guide.

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

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 bidders are 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 in last 7 years ending last day of the month previous to the one in which application are invited.

i) **HVAC works:-**

Three similar works each costing not less than Rs 0.69 Lac or two similar works each costing not less than Rs. 1.02 Lac or one similar work costing not less than Rs 1.37 Lac all rounded off to a convenient figure.

Similar work shall mean works of "Operation & Maintenance/Comprehensive Maintenance of HVAC System".

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids. The completion certificate should be certified by an officer not below the rank of executive Engineer / Project manager / General manager of a firm / owner for whom the work is executed. If private works are shown in support of eligibility, certified copy of the tax deducted at source certificate (TDS) shall be submitted along with the experience certificate and the TDS amount shall tally with the actual amount of work done.

1.2.1 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 PGIMER 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)

1.2.2 It is presumed that all the bidders who have submitted the bid have gone through the entire bid documents include integrity pact and all the terms and conditions are acceptable to them.

2. Agreement shall be drawn with the successful bidders on CPWD General Conditions of Contract 2023 which is available with the concerned Hospital Engineer and official website of the Institute <http://pgimer.edu.in> and the bidders shall quote his rates as per various terms and conditions of the said form subject to the exclusions / modifications attached at along with amendments uploaded on the official website of the Institute which will form part of the agreement.
3. The time allowed for carrying out the work will be Thirty Six months from the date of start as defined in Schedule-F or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. (i) The site for the work is available
(ii) The architectural and structural drawing for the work is available.
OR
The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.
The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website www.eprocure.gov.in/eprocure/app or www.pgimer.edu.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. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
8. Earnest Money in the form of Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Post Graduate Institute of Medical Education & Research Chandigarh) shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

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

The original EMD or EMD exemption certificate for MSE/MSME as scanned & uploaded shall be deposited physically by all the intending bidders in the office of H.E (RAC) before opening of Eligibility cum Technical bid failing which the bid shall be treated as invalid

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period

of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted physically by the lowest bidder only within a week of opening of bid in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited Earnest Money and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at -----AM/ PM on -----


9. The bid submitted shall become invalid shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents as stipulated in the bid document ..
 - (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 bid opening authority.
 - (iv) The bidder does not deposit physical EMD before opening of eligibility bid.
 - (v) If a tenderer quotes nil charges/consideration, the bid shall be treated as unresponsive & will out to be considered.
 - (vi) The bidder has been blacklisted / debarred from bidding by any central / state government / Public sector undertaking / Autonomous organizations under central /state government
 - (vii) if tendered amount works out to "Zero" as per percentage quoted by the bidder the tender shall be treated as invalid and will not be considered as lowest tenderer.
10. The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5 % (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with tender 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/registration of proof of applying for obtaining labor licenses, registration with EPFO/ESIC and BOCW welfare board and programmed chart (Time and Progress) within the period specified in Schedule F.
11. The description of the work is as follows: **CMC of Carrier make AC units installed at Learning Centre of Pediatric Gastroenterology ward at 1st floor, Block G, Nehru Hospital, PGIMER, Chandigarh.**
12. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A 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.
13. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for

executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

14. The competent authority on behalf of the Director PGIMER Chandigarh does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
15. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
16. The competent authority on behalf of Director PGIMER Chandigarh reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
17. The contractor shall not be permitted to bid for works in the Institute's Engineering Department (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Hospital Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Institute's Engineering Department. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
18. No Engineer or other officers employed in Engineering or Administrative duties in Engineering Department of the Institute is allowed to work as a contractor for a period of one year after his retirement from Institute's service without the previous permission of the competent authority in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the competent authority as aforesaid before submission of the tender or engagement in the contractor's service.
19. The bid for the works shall remain open for acceptance for a period of 75 days from the date of opening of tenders/ 75 days from the date of opening of technical bids. If any bidders withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
20. This Notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on an 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 Tender, all the documents including additional conditions, specifications and drawings etc., if any, forming the tender as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard Form 7/8 or other Standard Form as applicable.

21. All the payments to the contractor shall be deposited in their bank account through RTGS and the contractor shall submit the detail of his bank account & IFSC code after award of work.
22. Applicants are advised to keep visiting the above mentioned web-sites from time to time for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. An incomplete application is liable for rejection.
23. Contractor shall not divert any advance payments or part thereof for any other purpose other than needed for completion of the contracted work. All advance payments received as per terms of the contract. (i.e mobilization, secured against materials brought at site, secured against plant & machinery and / or for work done during interim stages etc.) are required to be re-invested in the contracted work to ensure advance availability of resources in terms of materials, labour, plant & machinery needed for required pace of progress for timely completion of work.
24. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up of works in PGIMER. The department reserves the right to verify the particulars furnished by the applicant independently.
25. In case main contractor fails to make the payment to agency/ OEM associated by him for sub work within 15 days of receipt of each running account from such agency, then on the written complaint/request of the agency, the Engineer in charge shall serve show cause notice to the contractor and after considering the reply of the same he may make payment directly to the agency associated for sub work as per terms and conditions of the agreement drawn between main contractor and the agency for the sub work.
26. The credentials submitted in respect of pre-qualification of tender by the lowest bidder after opening of the financial bid shall be verified before award of work. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/ taking up of works in PGIMER.
27. The contractor shall comply to the “solid waste management Byelaws 2018” & “Construction & Demolition Rules 2019”. Any penalty imposed by the competent authority on account of non-compliance of these provisions., if not deposited in time by the contractor , would be recovered from the payment due to the contractor.

Assistant Engineer (RAC-II)
PGIMER, Chandigarh

SECTION-IV	INFORMATION AND INSTRUCTIONS FOR BIDDERS	
-------------------	---	---

INFORMATION AND INSTRUCTIONS TO BIDDERS FOR E-TENDERING FORMING PART OF BID DOCUMENT

Online percentage rate bids are invited on behalf of the Director, PGIMER, Chandigarh from the Original equipment manufacturer / Authorized dealer dealing in similar type of jobs for the **CMC of Carrier make AC units installed at Learning Centre of Pediatric Gastroenterology ward at 1st floor, Block G, Nehru Hospital, PGIMER, Chandigarh.**The Assistant Engineer (RAC-II), PGIMER Chandigarh on behalf of the Director PGIMER Chandigarh invites online bids for the following work(s):-

S.No	NIT No.	Name of work & Location	Estimated cost put to bid	Earnest Money	Period of Completion	Date & Time of submission of bid	Date & Time of opening of Eligibility bid
1	2	3	4	5	6	7	8
1.	PGI/Engg/R AC/2026/05	CMC of Carrier make AC units installed at Learning Centre of Pediatric Gastroenterology ward at 1st floor, Block G, Nehru Hospital, PGIMER, Chandigarh	Rs. 171384	Rs. 3450/-	3 years	21-4-2026 upto 15:00	22-04-2026 upto 15:00

1. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted
 - a) Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of the month previous to the one in which application are invited.

HVAC works:-

Three similar works each costing not less than Rs 0.69 Lac or two similar works each costing not less than Rs. 1.02 Lac or one similar work costing not less than Rs 1.39 Lac all rounded off to a convenient figure.

Similar work shall mean works of “Operation & Maintenance/Comprehensive Maintenance of HVAC System”.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids. The completion certificate should be certified by an officer not below the rank of Executive Engineer/Project Manager / General Manager of a firm/owner for whom work is executed (if private works are shown in support of eligibility, certified copy of the tax deducted at source certificate (TDS) shall be submitted along with experience certificate

- i) Valid Certificate of Registration for GSTIN.
- ii) Shall have valid EPF/ ESIC Registration Number.

- iii) Proof of outstation agency having his local set up / office & local based technical representative to attend any breakdown call immediately.
 - iv) Valid authorized dealership certificate
2. The intending bidder must read the terms and conditions of Form-6 carefully. He should only submit his bid if he consider himself eligible and he is in possession of all the documents required.
 3. Information and Instructions for bidders posted on website shall form of bid document.
 4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from the website: www.eprocure.gov.in/eprocure/app, www.eprocure.gov.in and official website of the PGIMER www.pgimer.edu.in. free of cost.
 5. But the bid can only be submitted after depositing uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker`s Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of Post Graduate Institute of Medical Education & Research Chandigarh and other documents as specified.
 6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
 7. The intending bidder must have valid class-III digital signature to submit the bid.
 8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
 9. Contractor can upload documents in the form of JPG format and PDF format.
 10. The Eligibility cum 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 Eligibility cum technical bid shall be communicated to them at a later date.
 11. 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.
 12. The agency shall submit the status of his firm w.r.t. proprietary firm / partnership firm or Limited company as per detail given below:-

If the bidder is a proprietary firm, a self undertaking of the proprietorship shall be uploaded by the bidder.


If the bidder is a firm in partnership, the bid document 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 later case a certified copy of the power of attorney should be uploaded. In both cases a certified copy of partnership deed and current address of all the partners of the firm should be uploaded.

If the bidder is a limited company or a corporation, the bid documents shall be signed by a duly authorised person holding power of attorney for signing the bid documents accompanied by a copy of the power of attorney / Authorization letter. The bidder should also furnish a copy of the

Memorandum of Articles of Association duly attested by a Public Notary.

LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION:

- I. EMD OR EMD Exemption Certificate for MSE/MSME as per detail given in Clause No.9 at page 5 of the DNIT.
- II. Certificates of Work Experience as per provision of clause 1.2 of Form-6 (Page No. 3 of DNIT)
- III. Affidavit as per provisions of clause 1.2.1 of Form-6 (Page No. 3 of DNIT)
- IV. Valid Certificate of Registration for GSTIN
- V. Valid Certificate of EPF registration number
- VI. Valid Certificate of ESIC registration number
- VII. Status of firm as per detail given in clause No. 12 page 9 of DNIT.
- VIII. The agency should also upload a copy of the partnership deed if any and power of attorney duly attested and countersigned.
- IX. Details of technical representative as per clause No 1(iii) page 8 of DNIT.
- X. OEM / Authorized dealership Certificate.

SECTION-V	TENDER AND CONTRACT	
-----------	---------------------	---

Percentage Rate Tender & Contract For Works

CMC of Carrier make AC units installed at Learning Centre of Pediatric Gastroenterology ward at 1st floor, Block G, Nehru Hospital, PGIMER, Chandigarh

To be submitted online –

- (i) Submission of bid on – 22-04-2026 **up to 12:00 Hrs**
- (ii) Eligibility cum technical bid to be opened online on - 22-04-2026 **up to 15:30 Hrs**

TENDER

I/we have read and examined the notice inviting tender, schedule A,B,C,D,E & F specifications applicable, Drawings and Designs, General Rules and Directions, conditions of Contract, clauses of contract, special conditions, additional terms & conditions & specifications, schedule of rate and other documents and rules referred to in the conditions of contract and all other contents in the tender documents for the work .

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

I/we agree to keep the tender open for 75 days from the date of opening of Eligibility cum Technical bid and not to make any modifications in its terms and conditions.

A sum of **Rs.3450/-** is hereby forwarded in the shape of deposit at call receipt of a scheduled bank/ demand draft of a scheduled bank/ Fixed deposit receipt of scheduled bank in favour of Post Graduate Institute of Medical Education & Research Chandigarh, PGIMER, payable at Chandigarh as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said the Director, PGIMER or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director PGIMER 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 a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carryout such deviation as may be ordered upto maximum of the percentage mentioned in Schedule-

F and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender 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 work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in Institute 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.

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 Institute.

Dated:-

Signature of Contractor

Postal Address:

Witness:

Address:

Telephone No.:

Fax No.:

Occupation:

E-Mail.:

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 Institute for a sum of Rs. _____

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

- i) _____
- ii) _____
- iii) _____

Assistant Engineer (RAC-II)
For & on behalf of the Director,

Dated:

PGIMER, Chandigarh

SECTION-VI	INTEGRITY PACT	
------------	----------------	---

To,

Sub: NIT No..... for the work **CMC of Carrier make AC units installed at Learning Centre of Pediatric Gastroenterology ward at 1st floor, Block G, Nehru Hospital, PGIMER, Chandigarh.**

Dear Sir,

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

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

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

Yours faithfully

Assistant Engineer (RAC-II)
 PGIMER, Chandigarh

To,

Assistant Engineer (RAC-II),

.....,

.....

Sub: Submission of Tender for the work of **CMC of Carrier make AC units installed at Learning Centre of Pediatric Gastroenterology ward at 1st floor, Block G, Nehru Hospital, PGIMER, Chandigarh.**

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by PGIMER, CHANDIGARH. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20..... BETWEEN Director PGIMER, Chandigarh represented through Hospital Engineer, (RAC), PGIMER, Chandigarh (Hereinafter referred as the (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) Preamble WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the "Contract".

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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

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

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

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

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

obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

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

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to omit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests.

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

Article 3: Consequences of Breach

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

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance

Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 3 years after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of

PGIMER, Chandigarh.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Chandigarh.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

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

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

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

Article 8- LEGAL AND PRIOR RIGHTS

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

of the provisions covered under this Integrity Pact.

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

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

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


WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

SECTION-VII	PROFORMA OF SCHEDULE A TO F	
--------------------	------------------------------------	---

SCHEDULE 'A'

Schedule of quantities attached at page no 36-37 of DNIT

SCHEDULE 'B': NOT APPLICABLE

Schedule of material to be issued to the contractor

Sr. No.	Description of item	Quantity	Rate in figure and words at which the material will be charged to the contractor.	Place of Issue.

SCHEDULE 'C': NOT APPLICABLE

Tools and plants to be hired to the contractor.

Sr. No.	Description	Hire charges per day	Place of issue

SCHEDULE 'D'

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

As mentioned in tender documents

SCHEDULE 'E'

Reference to General Conditions of contract.

CPWD General Condition of Contract 2023 with amendment upto last date of submission of tender.

Name of Work : CMC of Carrier make AC units installed at Learning Centre of Pediatric Gastroenterology ward at 1st floor, Block G, Nehru Hospital, PGIMER, Chandigarh.

Estimated cost of work : Rs. 171384/-

Earnest Money : Rs. 3450/- (to be returned after receiving Performance guarantee)

Performance Guarantee : 5 % of tendered value

Security Deposit : 2.5% of tendered value

SCHEDULE 'F'

GENERAL CONDITION OF CONTRACT

	Officer inviting tender GENERAL RULES & DIRECTIONS	Hospital Engineer (RAC)
	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	Hospital Engineer (RAC) PGIMER, Chandigarh.
2 (ix)	Accepting Authority	A.E, PGIMER, Chandigarh.
2 (xi)	Percentage on cost of material and labour to cover all overheads and profits	15%
2 (xii)	Standard Schedule of Rates	Chandigarh DC Rates & Market rates.
2 (xiii)	Department	Department of Hospital Engineering & Planning, P.G.I.M.E.R, CHANDIGARH.
9 (ii)	Standard contract Form	Form-7/8, CPWD General Conditions of Contract 2023 with amendments uploaded on the website of the Institute.
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.	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 Hospital Engineer, PGIMER, Chandigarh
	Whether clause 2A shall be applicable	Not Applicable

Clause 5 Number of days from the date of issue of letter of acceptance for reckoning date of start

=15 days or date of handing over site whichever is later

Milestone(s) as per table given below:-NA

S.No.	Description of Milestone (Physical) / Financial work done	Time (from date of start)	Amount to be withheld in case of non achievement of milestone
1.			
2.			
3.			
4.			

Schedule of handing over of site:

Part	Part Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Schedule of issue of Designs:

Part	Portion of Design	Description	Time Period for issue of design reckoned from date of receipt of tenders.
Part A	Portion already included in NIT		
Part B-1	Portions of Architectural Designs to be issued		
Part B-2	Portions of Civil Designs to be issued		
Part B-3	Portions of E&M Designs to be issued		

Clause 5.4 Schedule of rate of recovery for delay in submission of the modified programme in terms of delay days

S.No.	Contract Value	Recovery Rs.
I.	Less than or equal to Rs. 1 Crore	500
II	More than Rs. 1 Crore but less than or equal to Rs. 5 Crore	1000
III	More than Rs. 5 Crore but less than or equal to Rs. 20 Crores	2500
IV	More than Rs. 20 Crores	5000

	Time allowed for execution of work:	3 years
	Authority to decide:	
(i)	Extension of time :	Hospital Engineer/Superintending Hospital Engineer (As applicable)
(ii)	Rescheduling of mile stones :	Supdt. Hospital Engineer or his successor
(iii)	Shifting of date of start in case of delay in handing over of site:	Supdt. Hospital Engineer
Clause 6, 6A	Clause applicable -	6
Clause 7	Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	
Clause 10A	List of equipments to be provided by the contractor at site lab. 1 Anemometer 2 Manometer 3.....4..... 5.....6.....	
10B(ii)	Whether Clause 10 B (ii) shall be applicable	NOT APPLICABLE
Clause 10C	Component of labour expressed as percent of value of work=	-----

Clause 10CA : NOT APPLICABLE

S.No.	Material covered under this clause	Nearest Materials (other than cement*, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA* as notified by DG, CPWD
1.	Cement (OPC)		Per M.T
2	Cement (PPC)		Per M.T
3	Reinforcement bars TMT-500		
	Primary Manufacturer		Per M.T
4.	Structural Steel		Per M.T

*Includes cement component used in RMC brought at site from outside approved RMC plants, if any

** Base price and its corresponding period of all the material covered under clause 10CA is to be mentioned at the time of approval of NIT. In case of recall of tenders the base price may be modified by adopting latest base price, and its corresponding period.

Clause 10CC Payment due to increase/decrease in Prices/Wages Not Applicable

Clause 11 Specifications be followed for execution of work. i) NIT Specifications.
ii) Latest CPWD Specifications with up to amendments.
iii) Bureau of Indian Standards wherever no such specifications exists in S. No. (i) & ii).

Clauses 12 & 12.3 Type of work Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work Maintenance work.
ii) All maintenance works **NO Limit**

12.5 i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation Work (except items mentioned in the earth work sub headed in DSR and related items) 100%(Hundred percent)

ii) Deviation Limit for items in earth work subhead of DSR or related items 100%(Hundred percent)

Clause 16 Competent authority for deciding reduced rates Superintending Hospital Engineer PGIMER, Chandigarh.

Clause 18 List of mandatory machinery, tools & plants to be deployed by the contractor at site/manufacturing unit:- (N.A)

1.....2.....
3.....4.....
5.....6.....

Clause 19C	Authority to decide penalty for each default	H.E (RAC)
Clause 19D	Authority to decide penalty for each default	H.E (RAC)
Clause 19G	Authority to decide penalty for each default	H.E (RAC)
Clause 19K	Authority to decide penalty for each default	H.E (RAC)

Clause 25		
(i)	Conciliator	Director, PGI, Chandigarh
(ii)	Arbitrator Appointing Authority	Director, PGI, Chandigarh
(iii)	Place of Arbitration	Chandigarh

Clause 32 Requirement of Technical Representative(s) and recovery Rate **N.A**

S.No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer OR Diploma Holder	Mechanical	(Project manager cum Planning/ Quality/ building Site/ Engineer)	2 Years 5 Years	01	Rs.15,000/- P/month	Rs. Fifteen thousand only P/month

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.


Clause 38

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen Delhi Schedule of Rates 2022
- (ii) Variations permissible on theoretical quantities:
(a) Cement
- For works with estimated cost put to tender not more than Rs. 5 lakh. 3% plus/minus.
- For works with estimated cost put to tender more than Rs.5 lakh. 2% plus/minus.
- (iii) Bitumen for all works 2.5 % Plus only and NIL on minus side.
- (iv) Steel reinforcement and structural steel sections for each diameter, section and category 2% Plus/minus
- (v) All other materials NIL

Recovery rates for quantities beyond permissible variation

Sr. No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation.
1.	Cement	-----NIL-----	Market rate + 10%
2.	Steel	-----NIL-----	Market rate + 10%

Assistant Engineer (RAC-II)
PGIMER, Chandigarh

SECTION-VIII	ADDITIONAL TERMS AND CONDITIONS OF CONTRACT	
---------------------	--	---

1. The tenderer must sign the Integrity pact Annexed in section-VI at page _____ of the DNIT.
2. PGIMER reserves the right to accept/reject any or all tenders without assigning any reason thereof.
3. All the disputes concerning this tender in any way are subject to Chandigarh Jurisdiction only.
4. Tenderers to study entire tender document carefully
 - a) Submission of a tender by a tenderer implies that he has read all the stipulations contained in this booklet and all other contract documents and has acquainted himself of the nature, site conditions scope and specifications of the works to be executed and of conditions and rates at which stores will be issued to him by the PGIMER. The contractor shall also be deemed to have acquainted himself with local conditions and other factors which have a bearing on the execution of the works.
 - b) After award of the work contractor has to prepare and submit the shop drawings (only for air-conditioning / fabrication work) for approval of the Engineer-in-charge.
 - c) No claim will be entertained on account of ignorance of site conditions.
5. **SALE OF TENDERS TO CONTRACTORS WITH A BLEMISHED RECORD**
 If the Engineer In-charge receives adverse report against any working contractor of the Institute, either from the department in which he is enlisted or from any other Department or Hospital Engineers of the Institute, he may stop issue of tenders to that contractor on the basis of such a report.
 On the receipt of a case of adverse performance/ Misbehavior/ Threatening of site staff or any other such reasons, the Director PGIMER shall issue show cause to such contractors and after considering their reply, He shall have full powers to debar such contractor for a period as decided by him. Such debarred contractor shall be ineligible to take up any work in the Institute during the period of debarring.
 A copy of such orders shall be posted on PGIMER website so that every field unit of the Institute becomes aware and does not issue tender to such debarred contractors.
 If the NIT approving authority not lower than the rank of Superintending Hospital Engineer is satisfied that it is in the interest of the Institute to allow a contractor who has been debarred for reason of inactivity, to participate in the tendering process for getting competitive tenders, he may do so.
6. **THE COST OF TRANSPORT OF MATERIALS ISSUED BY THE INSTITUTE.**
 The cost of transport, loading, unloading etc. from institute's Stores to work site etc., will be on contractor's account. All the materials except those given in the schedule of "Store Issue Rates" required for the completion of work shall be arranged by the contractor at his own cost and shall include all incidental charges for carriage, storage and safe custody of material arranged by the contractor and / or issued by the department
7. **WORK AND WORKMANSHIP**
 To determine the acceptable standard or workmanship, the Engineer-in-Charge may order the contractor to execute certain portions of works and service such as walls, flooring, joinery, finishes, roads and the like under the close supervision of the Engineer-in-Charge. On approval, these items shall be labeled as guiding samples and works executed to conform to these samples.
8. **WORK IN THREE SHIFT:**

To speed-up the work, the institute may direct the agency to work in three shifts and the tenderer will have to make adequate arrangements for carrying out work in two shifts for which nothing extra shall be payable

9. GATE PASSES

All tools and plants, surplus/dismantled/ rejected/ materials to be taken away by the contractor from the work site should have a valid gate pass (4 copies) issued by the competent authority of the Institute. One copy of the gate pass shall be delivered to the security staff, one copy at the Exit gate, the third copy shall be retained by the contractor and fourth copy shall be retained by the officer issuing the gate pass.

10. Every tender shall be written in the English language. All other information such as documents and drawing supplied by the tenderer will also be in the English language only. Drawing and designs shall be dimensioned according to the metric system of measurements. Tenders shall be forwarded under cover or a letter typewritten on the tenderer's letterhead and duly signed by the tenderer. Signature must be in long hand executed in ink by a duly authorized principal of the tendering firm. No oral, telegraphic or telephonic tenders or subsequent modifications there to shall be entertained.

11. The tenderer shall sign at the bottom right hand corner of every page of the tender documents in token of acceptance of tender conditions and for the purpose of identification. Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents.

12. Tenders who do not full fill all or any of the conditions laid down in this notice, or contain conditions not covered and/or not contemplated by the General Conditions of contract and /or expressly prohibited therein or stipulated addition/alternative conditions shall be liable to be rejected.

13. The institute reserves the right to revise or amend the tender documents prior to the date notified for opening of the tenders and also the right to postpone the date of presentation and opening of tenders without assigning any reason, whatsoever.

14. Each tenderer shall submit only one tender; either by him or as partners in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.

15. Unless otherwise stated, the contract shall be for the whole work as described in the "Schedule of items of Works" and the drawings. The contractor shall be bound to complete the whole work as described in the schedule of items of works and the drawings, including additional items, if any, as per drawings and instructions. The issuance of certificate of completion as issued by the Engineer-in-Charge shall be mandatory and will be conclusive proof of completion of work.


16. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required.

17. Each Tenderer shall ascertain prior to submitting his Tender that he has received all Addenda issued and he shall so acknowledge their receipt in his Tender.

18. The quantities taken in the tender can be executed at anywhere in the Institute as per requirements and directions of Engineer Incharge and Contractors shall be bound to execute the same without claiming anything extra.

19. The Contractor shall strictly comply with the provision of EPF/ESI acts and shall furnish PF/ESI codes. It would however, be mandatory on the part of the contractor to provide proof of having deposited PF and ESI contribution as per law provides together with PF account number of employees in whose account the amount has been deposited (As an affidavit duly attested by 1st class Magistrate) on completion of work. Security shall be released after receipt of the above.

Assistant Engineer (RAC-II)
PGIMER, Chandigarh

SECTION-IX	SPECIAL TERMS AND CONDITIONS	
-------------------	-------------------------------------	---

1. The rates quoted shall be inclusive of all taxes, cess, wages, providing maintenance Kit containing all tools and safety devices, drill machine & welding machine etc. as required, incidental charges and contractor's profit and overhead
2. The 'PGI' will deduct income tax at source under section 194-C of Income Tax Act from the contractor at the prevailing rates. Further, any cess as applicable shall also be deducted from the bill of contractor at source in accordance with the instructions / rules applicable in this regard.
3. The security will be deducted from each running bill @ 2.5% which will be released after the expiry of contract period of one year.
4. Contractor will submit the bill to the office of concerned Hospital Engineer along with proof of monthly payment .
5. In case the agency/contractor fails to execute the job/work as stipulated in the agreement or performance is found unsatisfactory or does not meet the statutory requirements of the contract, the PGIMER, Chandigarh reserves the right to impose penalty/liquidated/punitive damages as below :
 - a. A notice as per Clause -2 & 3 of General Conditions of Contract for PGIMER Works-2020 from the authorized representative of PGIMER shall be served prior to levy of penalty / liquidated damages / punitive damages and non-compliance within 7 days shall be adequate ground for levy compensation. During the notice period, the contractor shall continue to provide service as before till the expiry of notice period. It shall be the duty of the contractor to remove all the personnel deployed by him on termination of the contract on any grounds whatsoever and ensure that no person shall create any disruption / hindrance / problem of any nature to the Institute.
 - b. After five weeks, Engineer-in-charge on behalf of the Director , PGIMER reserves the right to cancel the contract and withhold the agreement. He can allot this job to other agency after following due open tendering process in which the defaulting agency/contractor shall not be eligible to participate. In addition he shall be blacklisted / debarred for a period of 4 years during which he cannot participate in tendering process of similar work at PGIMER, Chandigarh. His performance guarantee shall be forfeited.
6. Any Penalty imposed on the contractor shall not be recovered by him from his deployed personnel, in any case except deduction of wages on account of abseetism.
7. (a)The staff engaged by the contractual agency shall not accept any gratitude or reward in any shape from any official of PGI or from patients/their attendants or visitors.
(b) The personnel supplied have to be extremely courteous with very pleasant manners in dealing with the staff and should project an image of utmost discipline.
(c) The contractor shall ensure normal working hours as per provision of labor regulation/act of workers engaged at site.

8 The firm shall provide comprehensive maintenance without any interruption .Competent service engineer shall be arranged to attend the breakdowns on any day including Sundays and other government holidays. There will be no limit of such breakdown calls. Major/ Minor/routine breakdown calls shall be attended as and when intimated within the least possible time. The firm has to make arrangements for 24x7 hrs receiving the complaints when intimated. The response time for attending the complaint shall be as below:

- (a) For minor breakdown (in which no replacements of spare parts are required) shall be completed within 4 hours of lodging complaint.
- (b) For routine breakdown (in which replacement of locally available spares parts are required) shall be completed within 24 hours after receiving complaint.
- (c) For major breakdown its repair/replacement the agency should inform in writing to the concerned H.E. In charge for the minimum justified time to be taken to complete the job & take approval for the same.

9 In case the contractor fails to rectify breakdown as above or fails to replace the defective parts/items like thermometers, gauges, overload, relays ,MCB's ,timers, cleaning of filters / strainers, descaling of condenser, cooling coils, lubrication of pumps, motors etc. within stipulated period or does not adhere to, daily/weekly/ monthly/quarterly/yearly laid down mtc. schedule, a penalty of Rs. 500/- per day shall be imposed till the repair/ replacement of defective parts. However, the compensation/deduction shall be maximum up to 10% of the contract value.

10 Arbitration:-

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Hospital Engineer in writing for written instruction or decision. Thereupon, the Superintending Hospital Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter. If the Superintending Hospital Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Hospital Engineer, the contractor may, within 15 days of the receipt of Superintending Hospital Engineer's decision, appeal before the Dispute Redressal Committee (DRC) alongwith a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his dispute by the Superintending Hospital Engineer. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of contractor's appeal. The constitution of Dispute Redressal Committee shall be as indicated in the Schedule-F. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee, then either party may within a period of 30 days from the receipt of decision of Dispute Redressal Committee (DRC), give notice to the Director, PGI for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to

adjudication by the arbitrator.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims / disputes prior to invoking arbitration.

ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director, PGI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Director, PGI of the appeal.

It is also a term of this contract that no person, other than a person appointed by the Administrative Head of the Institute i.e. Director, PGI, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Institute shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs./-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

- 11 Insurance under workman's compensation Act. & other liabilities:-In the event of there being any increase of workmen's compensation, insurance premium under any law or any additional or new liability under the labour laws being imposed on the firm after the date of submission of the tender, the additional expenditure incurred shall be borne by the firm and no claim shall be entertained by the Institute on any account. Every employee should be ensured against any mishap/accident. No living or other accommodation for store etc. shall be provided.

12 Revocation of security:-

The department shall have absolute rights and power for revocation of the said bank guarantee, In case breach of any clause of this contract, without any prior notice and no claim whatever on this account shall be entertained.

13. Determination of quality of work/ Services:-

The decision of engineer-in-charge with regard to determining of quality of work/ services done by the contractor shall be final & acceptable to the contractor. The contractor shall therefore rectify the defects so pointed out without any extra payment. The Engineer-in-charge shall also reserve the rights to get the work / services so rejected done/ replacement at his own level at the risk and the cost of the contractor, after giving him a notice in writing and the expenditure incurred on this account shall be recovered from the bills of the contractor or any other outstanding dues or by revocation of any or all parts of the security as he may think proper.

Assistant Engineer (RAC-II)
PGIMER, Chandigarh

Form of Performance Security (Guarantee)

Bank Guarantee Bond

In consideration of the Director, PGIMER (hereinafter called "The Institute") having offered to accept the terms and conditions of the proposed agreement between.....and(hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Institute an amount not exceeding Rs. (Rupees..... Only) on demand by the Institute.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Institute stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). 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. (Rupeesonly)
3. We, the said bank further undertake to pay the Institute any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Institute certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Institute that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said contractor(s) 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(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said Contractor(s) 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. This guarantee will not be discharged due to the change in the constitution of the Bank or the

Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Institute in writing.
8. This guarantee shall be valid uptounless extended on demand by the Institute. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

Calculation of bidding capacity

S. No.	Name of work/ project and location	Owner or sponsoring organization	Contract value in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Remaining work in percentage (100- column 7)	Existing commitment Column 4 x Column 8 /100	Name and address/ telephone number of 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 style="text-align: right;">(Signature of Bidder(s))</p>										

Scope of Work

Term and conditions

1. The contract agreement shall be valid for a period of **Three years.**
2. The payment shall be made at the end of each quarter on satisfactory performance by the agency.
3. The contractor shall comply with the provisions of the Apprentices act 1961, minimum wages act 1938, Employers liability act, 1938 Maternity benefits Act 1961 and the Industrial disputes Act 1947 as applicable and the rules and regulations issued there under and by the local Administration/ Authorities from time to time as well all provisions of Law applicable to workman. Failure to do so shall amount to breach of the contract and the Engineer-in-charge may at his discretion terminate the contract. The contractor shall also be liable for any pecuniary liability arising on account of violation by him of any of the said Acts and shall indemnify the Institute on that account. Institute will not be liable for any act or omission on the part of the contractor in so far as any violation of any of the aforementioned Acts.
4. The preventive maintenance of Air-Conditioning System shall be provided for 24 hours without any interruption by means of experienced manpower.
 - a. Being essential services, firm shall provide manpower for preventive breakdown Mtc. of Air-Conditioning System even on Sunday/ Holiday. The firm will be responsible for smooth and trouble free running of the installed systems.
5. The running of the system shall also include preventive Maintenance of the system such as:
 - i) Inspect & clean air filter as per unit requirement. Check unit proper heating & cooling etc.
 - ii) Clean unit both the indoor and outdoor units if required. General inspection of system shall be done alongwith necessary repair in case of breakdown.
 - iii) All consumable materials such as cleaning /descaling agents, greases, lubricants, emery paper & jute/cotton cloth, tools, tapes & tackles, compressor oil & Refrigerant gases, all spare parts including compressor and central controller etc. for maintenance of the services shall be provided by the firm including Indicating lamps, HRC fuses, gauges, thermometers, pilot lamps etc. if required will also be replaced by the firm for smooth running of the Air Conditioning for which nothing extra shall be paid.

- iv) The spares for replacement during repair of the units must be of the same/equivalent make which were originally used by the manufacturer. In case of any deviation the same shall be got approved by Engineer-in-Charge.
6. In case of any defect occurs to any of the machine/part of the system during operation of the system or otherwise due to the negligence of the firm, the same shall have to be rectified by firm free of cost.
7. Competent service engineers shall be arranged to attend the break downs on any day including Sundays and other government holidays. There will be no limit to such break down calls. Major breakdown calls shall be attended to as and when intimated, with in the least possible time not exceeding 4 hours in any case failing which a penalty of Rs. 500/- per day of the delay shall be charged and Engineer-in-Charge shall be at liability to get the repair carried out at the risk and cost of the firm.

A.E (RAC-II)

Section-XII

BOQ

Sr.No	Description	Qty	Amount for 1st Year (5% Project Cost)	Amount for 2nd Year (5% Project Cost)	Amount for 3rd Year (5% Project Cost)
1	CMC of 3500 CFM AHU, 11 TR outdoor, Electrical panel, Inline fan (800 CFM, 600 CFM) & allied equipments complete as required.	3 years	54364.34	57082.56.	59936.69
	Total for Three Years			171383.59	
	Say Rs.			171384.00	

Percentage to be quoted by the agency:

Percentage below on the Estimated Cost: _____(In Figures)

_____ (In Words)

Percentage above on the Estimated Cost: _____(In Figures)

_____ (In Words)

Amount worked out by the agency as per : _____(In Figures)
percentage quoted

_____ (In Words).

NOTE:

1.This is a percentage rate tender, therefore ,percentage is only to be quoted by the agency in figures on the amount mentioned in schedule of quantity.

2.The percentage quoted should be inclusive of all taxes including GST etc and nothing extra shall be payable on this account.

DNIT APPROVED

A.E(P)

A.E (RAC-II)