



ALL INDIA INSTITUTE OF MEDICAL SCEINCES, DEOGHAR

Name of Work:- “(Comprehensive Annual maintenance Contract of Heat Pump System at AIIMS, Deoghar)”

June-2026

TENDER DOCUMENT

ALL INDIA INSTITUTE OF MEDICAL SCEINCES, DEOGHAR (JHARKHAND)

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Name of Work: “Comprehensive Annual maintenance Contract of Heat Pump System at AIIMS, Deoghar.

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ALL INDIA INSTITUTE OF MEDICAL SCEINCES, DEOGHAR (JHARKHAND)

1. Notice Inviting e-Tender

Superintending Engineer, All India Institute of Medical Sciences Deoghar, on behalf of Executive Director, AIIMS Deoghar, invites Percentage Rate E- tender on prescribed tender documents under two bid system (Technical and Financial Bid) for the work of “**Comprehensive Annual maintenance Contract of Heat Pump System at AIIMS, Deoghar**” of AIIMS Deoghar; from the eligible and interested bidders who are well equipped, experience, financially sound contractors/firms for the following works. Tender notice available on [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)

a)	Bidding Document No.	35/SE/AIIMS/Deo/2026-27
b)	Name of Work	“Comprehensive Annual maintenance Contract of Heat Pump System at AIIMS, Deoghar”.
c)	Estimated cost put to the Tender	Rs. 18,40,800/- (Rupees Eighteen Lakh Forty Thousand Eight Hundred Only)
d)	Duration of contract:	2 Years (24 Months) likely to be extended for 1 year.
e)	Cost of Tender document.	NIL
f)	Earnest Money Deposit (EMD)	<p>Earnest money Deposit (EMD) of Rs.37,000/- (Thirty-Seven Thousand Rupees Only) to be deposited in the institute’s account through SBI i-collect and the receipt of submission is to be uploaded along the technical bid documents. For details regarding submission of EMD</p> <p style="text-align: center;">Bank Details for EMD: Bank Name: State Bank of India IFSC code: SBIN0064014 Account No.: 41792595056</p> <p style="text-align: center;">OR</p> <p>Payment: contractor/ vendors/ bidders must provide EMD Payment: Earnest Money Deposit (EMD) is to be deposited in form of FDR /DD/ Bank guarantee from scheduled commercial banks in favor of AIIMS Deoghar. Submit the details of EMD payment at the time of Bid Preparation.</p> <p style="text-align: center;">EMD Value: Rs.37,000/-</p>

		EMD is exempted for those who have registered with MSME in appropriate category. Rest of the participants who are not registered with MSME, any tender received without EMD as specified in the document will not be considered and will be summarily rejected. The EMD shall be valid for minimum period of 180 days from the last day of submission of tender.
g)	Bid Submission Start Date and Time	25.06.2026 at 15:00 Hrs.
h)	Bid Submission End Date and Time	16.07.2026 at 15:00 Hrs.
i)	Date and Time for Opening of Bids (Technical Bid)	17.07.2026 at 15:00 Hrs.
j)	Pre bid meeting	07-07-2026 at 15:30 Hrs. Pre-Bid Meet: The pre bid meeting would be held on 07-07-2026, 15:30 Hrs. at Superintending Engineer office, AIIMS Deoghar, Jharkhand-814152. All firm's representative who are attending the pre bid meeting, shall produce ID & authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letterhead before the date of pre bid. Bidders are advised to visit the site & assess the site conditions before participating in TE. Queries raised after pre bid meet will not be entertained.
k)	Defect Liability Period	Three Months.
l)	Validity of Offer	180 Days from the date of opening of price bid
m)	Address for Communication	Superintending Engineer All India Institute of Medical Sciences Deoghar-814152 E-mail: - engineering@aiimsdeoghar.edu.in
The tender Document can also be downloaded from Institute website. Corrigendum, if any would appear on the www.eprocure.gov.in/eprocure/app and AIIMS Deoghar website. AIIMS Deoghar reserves the right to reject any or all the tenders in part or full without assigning any reasons thereof.		

2. INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify /n Code / e Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “online” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD (if applicable) as per the instructions specified in the tender document.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 9) Upon the successful and timely submission of bids (i.e., after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

3. Information and instructions for Bidder

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e- TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE.

- a. Information and instructions for Contractors will form part of NIT and to be uploaded on AIIMS Deoghar website.
- b. The bid document consisting of scope of works 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 <http://www.eprocure.gov.in/eprocure/app>. But the bid can only be submitted after uploading the mandatory scanned documents such as EMD and other documents as per tender document.
- c. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
- d. The bidder must ensure to quote rate for each items separately in the specified column. If any column of rate against any item remains left blank by the bidder, it shall be treated that the bidder has quoted nil rate for that and the item will be executed by the bidder free of cost.
- e. AIIMS Deoghar shall not be responsible for non-receipt bid due to internet issues or any other reasons.
- f. Tender documents consisting of specifications, schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen on website <http://www.eprocure.gov.in/eprocure/app>.

- g. The information and instructions for tenderers/bidders posted on the web-site shall form part of bid/tender documents.
- h. The bid can only be submitted after scanning and uploading the mandatory details within the period of tender submission as per critical data sheet.
- i. The documents submitted shall be opened as per scheduled time mentioned.
- j. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit (EMD if applicable) placed are found in order.
- k. AIIMS Deoghar will deduct a sum at the rate of 5% of the gross amount of each running bill of the contractor as security deposit (total 10% including 5% performance security). Security deposit shall be refunded after defects liability period.
- l. The successful bidder has to submit a performance guarantee (P.G.) of 5% of the tender amount within 10 days from the date of issue or letter of Acceptance (LOA). The guarantee shall be in the form of DD/BG/FDR of any schedule bank in favour of Superintending Engineer, AIIMS Deoghar, payable at AIIMS Deoghar.
- m. There shall be defect liability period of One Year from date of successful completion/handover. During defect liability period, contractor has to rectify/replace defected items.
- n. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders 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 tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer 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 tender by a tenderer 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.
- o. The competent authority does not bind itself to accept the lowest or any other tender and reserves the right to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- p. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

- q. Tender for the works shall remain open for acceptance for a period of One hundred and Eighty days (180) from the date of opening of tenders. If any tenderer 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 tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the tender shall not be allowed to participate in the re-tendering process of work.
- r. In case the contractor fails to commence the work specified in the tender documents on 7th day or such time as may be mentioned in the letter of award or from the date of handing over the site wherever is later, the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
- s. The bidders may contact to Superintending Engineer, AIIMS Deoghar (Email- engineering@aiimsdeoghar.edu.in) for any clarification during the office hrs.
- t. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted /processed in any case.
- u. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The AIIMS Deoghar reserves the right to accept or reject any or all the tenders.
- v. Conditional tenders will be summarily rejected.

4. Eligibility Criteria:

Contractors/vendors who fulfill the following requirements shall be eligible to apply:

- **The joint ventures are not accepted.**

a) Experience of having completed during the last 7 years in Central Government Department /Central Autonomous Body/Central Public Sector undertakings, following 'similar works' ending last day of the month previous to the one in which applications invited:

Three similar works costing not less than the amount equal to 40% of the estimated cost.

OR

Two similar works costing not less than the amount equal to 60% of the estimated cost.

OR

One similar work costing not less than the amount equal to 80% of the estimated cost.

The Similar work “shall mean “SITC or Comprehensive Maintenance/Operation and Comprehensive maintenance of Heat Pump system/ Refrigeration system.”

- A Completion certificate from Client must be submitted by the bidder along with BOQ/Agreement/Work order.

b) Should have **average annual financial turnover amounting at least 50% of the estimated cost** of the work during the last three consecutive financial years ending on 31.03.2026 duly audited and certified by a Chartered Accountant.

c) The bidder has to comply all statutory rules with regards to PF/ESIC/minimum labour wages as per respective rules and has to submit EPF and ESIC registration certificate, if applicable otherwise submit undertaking.

d) Earnest money Deposit (EMD) of Rs.37,000 /- (Thirty-Seven Thousand Rupees only) to be deposited in the institute's account through SBI i-collect and the receipt of submission is to be uploaded along the technical bid documents. For details regarding submission of EMD.

Bank Details for EMD:

Bank Name: State Bank of India

IFSC code: SBIN0064014

Account No.: 41792595056

OR

Payment: contractor/ vendors/ bidders must provide EMD Payment: Earnest Money Deposit (EMD) is to be deposited in form of **FDR /DD/ Bank guarantee** from scheduled commercial banks in favor of **AIIMS Deoghar** payable at Deoghar. Submit the details of EMD payment at the time of Bid Preparation.

EMD Value: Rs. 37,000 /-

Note: EMD is exempted for those who have registered with MSME in appropriate category related to similar nature of work. Rest of the participants who are not registered with MSME, any tender received without EMD as specified in the document will not be considered and will be summarily rejected.

The EMD shall be valid for minimum period of 180 days from the last day of submission of tender.

e) The bidder has to submit the Banker's Solvency Certificate of 40% of the estimated cost as per annexure-V format.

5) List of Documents to be uploaded along with technical bid:

- a) Scanned copy of printout of EMD submission.
- b) Scanned copy of Experience certificates.
- c) Scanned copy of GST No and Scanned copy of Pan Card.
- d) Scanned copy of Average Annual Turnover certificate duly certified by CA or Audited Annual Accounts for last three financial years i.e.,2023-24, 2024-25 and 2025-26.
- e) Scanned copy of EPF & ESIC registration certificate, if applicable otherwise submit the undertaking.
- f) Scanned copy of Banker's Solvency Certificate.
- g) Scanned copy of Annexure-I to VI.

Note: -Technical Bid will be evaluated along with above mentioned documents/credential.

6) Checklist

S.N.	INFORMATION FOR BIDDER	REMARKS	REFER PAGE NO. OF SUBMITTED BID
1	Duly signed with company seal on each Page of Notice Inviting Tender (& its corrigendum if any)	Yes/No	
2	Earnest Money Deposited	Yes/No	
3	Whether three similar works each of value not less than 40% of the estimated cost put to the tender OR two similar works each of value not less than 60% of the estimated cost put to Tender OR One similar works each of value not less than 80% of the estimated cost put to Tender with completion certificate along with purchase/work order (details provided)	Yes/No	
4	Work Completion Certificate of Similar Work	Yes/No	
5	Copy of EPF & ESIC registration certificate, or an undertaking may be submitted for compliance of EPF & ESIC as per govt. of India.	Yes/No	
6	Copy of PAN Card	Yes/No	
7	Annual Financial Turnover should be at least 50% of the estimated cost put to tender and Average financial turnover during the immediate last three consecutive financial years, duly audited. And certified by the chartered Accountant.	Yes/No	
8	Copy of GST Registration	Yes/No	
9	Banker Certificate should not be more than 6-month-old.	Yes/No	
10	Integrity Pact (duly filled & signed)	Yes/No	
11	Annexure-I (duly filled & signed)	Yes/No	
12	Annexure-II (duly filled & signed)	Yes/No	
13	Annexure-III (duly filled & signed)	Yes/No	
14	Annexure-IV (duly filled & signed)	Yes/No	
15	Annexure-V (duly filled & signed)	Yes/No	
16	Annexure-VI (duly filled & signed)	Yes/No	
17	Check list filled (duly filled & signed)	Yes/No	
18	NIT Duly signed with stamp	Yes/No	

7) General terms and Conditions

- 1) No interest will be payable by the AIIMS Deoghar on the Earnest Money Deposit. The earnest money of all the unsuccessful tenderers will be returned to them at the earliest.
- 2) Engaged manpower should not be paid less than minimum wages and allowances notified by Govt. time to time. Wage payment details of engaged manpower should be furnished to AIIMS DEOGHAR when asked. Agency must follow the all-labour relevant act and regulation. Compensation if any shall be paid by the Agency.
- 3) At any stage, if it is opined by AIIMS DEOGHAR Authority that the agency is not performing satisfactorily as per bid requirement, AIIMS DEOGHAR reverses right to terminate the contract as deemed fit after giving 7 days' notice. In such a situation, AIIMS may engage another agency on contractor's Risk and Cost. The security deposit of the agency will be forfeited by the Institute, if agency leaves the contract before contract ending period or non-completion of the full contract.
- 4) All safety measures will be the responsibility of agency at their own cost. The agency will be solely held responsible for any accident occurring due to non-compliances of safety measures.
- 5) AIIMS DEOGHAR reserves the right to reject any tender/bid wholly or partly without assigning any reason.
- 6) AIIMS DEOGHAR shall have the right to verify the particulars furnished by the bidder independently.
- 7) Additional conditions specifications, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- 8) The acceptance of a tender will rest with the Competent Authority AIIMS Deoghar who does not bind him to accept the lowest tender and reserves to himself the, authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in all respects are liable to be rejected.
- 9) The rates quoted against work should be for the complete finished item of Work and include all labour, material, taxes, overhead, duties, cess, insurance etc. GST or any other tax in respect of this Contract shall be payable by the contractor and AIIMS DEOGHAR will not entertain any claim whatsoever in this respect. So, the rates are to be quoted are inclusive of all taxes.
11. Rate are also inclusive of payment to the Labour Department in accordance with the prevailing Labour law, including all statutory liability fixed by the Labour commissioner or any other law enforcement agency.
12. Agency shall be solely responsible for payment of wages/salaries and allowances to their personnel as per the rules or act applicable under government order. All

central, state, local laws & bye laws applicable will be obeyed by the agency.

13. Without taking prior approval from the AIIMS DEOGHAR/Engineer-in -charge, no fittings/materials will be removed for the purpose of repairs/replacement.
14. The agency shall further keep the AIIMS DEOGHAR/Engineer-in-charge indemnified against any loss to the AIIMS DEOGHAR property and assets. The AIIMS DEOGHAR shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the agency under this contract.
15. The agency shall ensure that the persons so deployed do not allow any property of the AIIMS DEOGHAR related to Equipment's to be taken out of the premises without a Gate Pass signed by the designated officials of the AIIMS DEOGHAR.
16. The agency shall comply with the statutory provisions of Contract Labor (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act,1952; Payment of Bonus Act,1965; The Minimum Wages Act,1948; Employer's Liability Act, 1938; and/or any other rules/regulations and/or statues that may be applicable to them. The agency shall indemnify the Institute against all claims which may be made upon the Institute whether under the aforesaid statutes or any other statute in force during the currency of this contract.
17. Agency shall deploy his persons in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The agency shall arrange to provide reliever equally qualified in case of absence/leave/off etc. The agency shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the agency committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the AIIMS Deoghar, a sum as may be claimed by AIIMS Deoghar.
18. Agency shall keep the AIIMS Deoghar indemnified against all claims whatsoever in respect of the employees deployed by the agency, in case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the agency to contest the same. In case AIIMS Deoghar is made party and is supposed to contest the case, the AIIMS Deoghar will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the agency to AIIMS Deoghar on demand. Further, the agency shall ensure that no financial or any other liability comes on AIIMS Deoghar in this respect of any nature whatsoever and shall keep AIIMS Deoghar indemnified in this respect.
19. Income tax/ other applicable taxes if any will be deducted at source as per the rules in force from the bill and the amount so deducted will be credited to the Income tax/concerned authority and a certificate of the amount credit will be issued by the Account Section of Institute.
20. Institute reserve the right to curtail or enhance the scope of work either by deletion of certain items entirely or by reducing/increasing the quantities of certain items as

required and reviewed by the Institute from time to time and therefore, the final value of the work shall be worked out and paid to the extent of work actually carried out.

21. In the event of any question, dispute/difference arising under the agreement or in connection here with (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration by the Director, AIIMS Deoghar & his decision will be final and binding.
22. AIIMS Deoghar shall not be responsible for any expense incurred by bidders in connection with the preparation & submission of their bids, site visit and other expenses incurred during bidding process.
23. The Arbitrator may give interim awards and/or directions, as may be required, Subject to the aforesaid provisions the Arbitrator & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
24. Bidder should not be under liquidation, court receivership or similar proceeding and shall submit certificate for the same.
25. **Penalty Clauses:** If work is not carried out as per schedule, a penalty will be imposed @ 0.5% per week subject to the maximum of 10% of total bill value.
26. Each tender shall be accompanied by earnest money of 2% of estimated cost.
27. AIIMS Deoghar will deduct a sum at the rate of 5% of the gross amount of each running bill of the contractor till the sum along with the sum already deposited as EMD, will amount to SD of 5% of the bid value of the work. Balance SD after successful completion of work shall be refunded after the DLP.
28. The successful bidder shall have to submit a PG of 5% of the tender amount within 10 days from the date of issue of work order. This shall be in the form of DD/BG/FDR of any schedule bank in favour of AIIMS Deoghar payable at Deoghar.
29. Any non-tendered items executed during construction for completion of works shall be paid on current DSR/Market rates for schedule items and non-schedule items respectively.
30. **Force Majeure: -**
 - a. Notwithstanding the provisions stated above, failure to provide the services by agency shall not be liable for forfeiture of its security or penalty & not be constructed as breach of contract at an event of force majeure.
 - b. For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency/service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions fires, floods.
 - c. If a Force Majeure situation arises, the agency/ service provider shall promptly notify the Engineer In-Charge in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contracts far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
31. The electrical Installation work shall be carried out. in accordance with Indian Standard Code of Practice. It shall also be in conformity with the current Indian Electricity rules and regulations and requirements of the Local Electricity Supply

Authority and Fire Insurance regulations, so far as these become applicable to the installation. Electrical work in general shall be carried out as per following CPWD Specifications amended up to the previous day of submission of bid.

- 32. General Specifications for Electrical Works.** - Part -I- Internal Work- 1994. Wherever these specifications calls for a higher standard of material and or workmanship than those required by any of the above mentions regulations and specification then the specification hereunder shall take precedence over the said regulations and standards.

The details of scope of work subhead wise are given in the subsequent paras. The quantities worked out in schedule of quantities are based on particular equipment considered at design stage. The contractor is required to recheck the quantities based on equipment offered by him to achieve required parameters.

- 33. Theft of Parts:** - Agency shall be fully responsible for theft, burglary, fire or any mischievous deeds by his workers/staff and shall replace the items under such category. Any loss occurred due to negligence will be recovered from the agency.
- 34. JURISDICTION:** Disputes of any nature that may be arise in connection with the execution of this order shall be governed by the laws of India and subject to the jurisdiction of courts situated in Deoghar, India only.

8) Special condition for Safety at the Work Site

The contractor will identify one of the supervisors for taking care of implementation of Safety systems.

The Contractor should follow the following General Guidelines governing the safety rules as laid down under:

1. Nobody is allowed to work without wearing safety helmet. Chin strap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
2. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
3. No one is allowed to work without adequate foot protection.
4. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-coordinator insists eye protection has to be provided.
5. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
6. All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
7. Adequate illumination at work place shall be ensured before starting the job at night.
8. All the dangerous moving parts of the portable/fixed machinery being used shall be adequately guarded.
9. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
10. Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the tre-passers from entering the area.
11. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
12. All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
13. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
14. A tools and tackles inspection register must be maintained and updated regularly.
15. Debris, scrap and other materials to be cleared from time to time from the work place and at the time of closing of work every day.
16. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and/or safety personnel to be corrected on priority basis.
17. No children shall be allowed to enter the workplace.

18. All the lifting tools and tackles shall be stored properly when not in use.
19. Clamps shall be used on Return cables to ensure proper earthing for welding works.
20. Return cables shall be used for earthing.
21. All the pressure gauges used as cutting apparatus shall be in good working condition.
22. Proper eye washing facilities shall be made in areas where chemicals are handled.
23. Connectors and hose clamps are used for making welding hose connections.
24. All underground cables for supplying construction power shall be routed using conduit pipes.
25. Spill trays shall be used to contain the oils pills while transferring/storing them.
26. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

**Superintending Engineer
AIIMS Deoghar**

9. Annexures

ANNEXURE-I

TENDER ACCEPTANCE LETTER

(On Company/ Firm's Letter Head)

To,
Superintending Engineer
AIIMS Deoghar,
Deoghar – 814152.

Date:

Sir,

Ref: Tender No. 35/SE/AIIMS/Deo/2026-27 for “Comprehensive Annual maintenance Contract of Heat Pump System at AIIMS, Deoghar.

I/we have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document as per your advertisement, given in the above-mentioned website(s).

1. I/we declare that all the provisions of this Tender are unconditionally acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/we shall abide here by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department /organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I/we certify that all information furnished by the our Firm is true and correct and if at any stage, it has been found that the agency has furnished any wrong declaration /forged documents, the Competent Authority of AIIMS Deoghar may terminate contract with immediate effect without assigning any reason there of and suitable legal action should be taken against the agency which may include blacklisting / debarment from participating in any tender of AIIMS Deoghar for the period, approved by the competent authority.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-II

DECLARATION OF ANNUAL TURN OVER

(On Company/ firm's Letter head)

To,
Superintending Engineer
AIIMS Deoghar,
Deoghar –824152.

Date:

Sir,
Ref: Tender No. 35/SE/AIIMS/Deo/2026-27 for “**Comprehensive Annual maintenance Contract of Heat Pump System at AIIMS, Deoghar.**”

1) I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts/C.A Certificate for your references:

F. Y.2023–24	
F.Y.2024 –25	
F.Y.2025 –26	

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE- III

BANK DETAILS OF THE FIRM

Name of the Firm:

Registered/Postal Address:

1.	Permanent Account Number (PAN) No	
2.	GST Registration No.	
3.	BANK DETAILS:	
a.	Bank Name	
b.	Branch Address	
c.	Account No	
d.	Type of Account (Current/Savings)	
e.	MICR No.	
f.	IFSC Code	

Date:

Name of the Authorized Signatory

Place:

Stamp & Signature

ANNEXURE- IV
PERFORMANCE GUARANTEE
Form of Performance guarantee / Bank guarantee bond

In consideration of the Executive Director and CEO AIIMS Deoghar (hereinafter called "The Government") 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, (Herein after referred to as "the Bank")hereby undertake to pay to **The Executive Director & CEO, AIIMS Deoghar** and amount not exceeding Rs..... (Rupees Only) on demand by the Government within 10 days of the demand.
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 Executive Director & CEO, AIIMS DEOGHAR 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 (Rupees..... only).
3. We, ... (the said bank)..... further undertakes to pay the Executive Director & CEO, AIIMS DEOGHAR 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 Executive Director & CEO ,AIIMS Deoghar 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 Executive Director & CEO ,AIIMS Deoghar 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 Director,

AIIMS, DEOGHAR

that The Executive Director & CEO ,AIIMS Deoghar 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 Executive Director & CEO ,AIIMS Deoghar 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 Government or any indulgence by The Executive Director & CEO ,AIIMS Deoghar 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. We, (indicate the name of the Bank)..... further agree that the Government 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 Government 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(s).
8. We,.....(Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of The Executive Director & CEO, AIIMS Deoghar in writing.
9. This guarantee shall be valid up tounless extended on demand by the Director, AIIMS DEOGHAR. 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.

Date

Witnesses:

2. Signature Authorized signatory
Name and address Name
Designation Staff code no.
Bank seal
3. Signature
Name and address

ANNEXURE- V

FORM OF BANKERS CERTIFICATE FROM A SCHEDULED BANK

To,

The Executive Director

AIIMS Deoghar - 814152

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

.....having marginally noted address, a customer of our bank.

are/is respectable and can be treated as good for any engagement up to a limit of

Rs..... (Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers. This certificate is valid for six months from the issued of this letter.

(Signature of Branch Manager)

For the Bank

ANNEXURE- VI

Form of Earnest Money Deposit (Bank Guarantee Bond)

WHERE AS, Bidder(Name of Bidder) (Here in after called "the bidder") has submitted his tender dated..... (Date)for the construction of.....(Name of work) Hereinafter called "the tender").

KNOW all people by these presents that we..... registered office at(Here in after called" the Bank") are bound unto Executive Director, AIIMS Deoghar of in the sum of Rs.....(Rs in words for which payment well and truly to be made to the said Executive Director, AIIMS Deoghar , the Bank binds itself, his success ors and assigns by these presents.

Sealed with the common seal of the said bank this.....Day of.....20
THE CONDITIONS of this obligation are:

If after opening of tender, the Bidder withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the form of Tender;

It the Bidder having been notified of the acceptance of his tender by the Executive Director, AIIMS Deoghar Fails or refuses to execute the form of Agreement in accordance with the instructions to the bidder, if required.

OR

Fails or refuses to furnish the performance Guarantee, in accordance with the provisions of tender document and instructions to the bidder.

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

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

DATE.....

SIGNATURE OF THE BANK

WITNESS.....

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from the date of issue.

10. INTEGRITY PACT

(On ₹ 100 Non-Judicial Stamp)

This pre-bid/pre contract Agreement (hereinafter called Integrity Pact) is made on _____ day of _____ (month & year) between ALL India Institute of Medical Sciences (AIIMS) Deoghar, Devipur, Deoghar, Jharkhand- 814152 (Hereinafter called "AIIMS, Deoghar", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at _____ represented by Shri-----, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

Preamble

WHEREAS AIIMS, Deoghar proposes to procure, erect/construct/install under laid down organizational procedures, contract/s for _____ (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT/Bid No _____, aforesaid proposal of AIIMS Deoghar.

WHEREAS the Bidder/Contractor is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Buyer is AIIMS Deoghar.

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:

Enabling the AIIMS Deoghar/Buyer to obtain the desired said (work/ goods/ 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 enabling the Bidder(s)/Contractor(s) 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 buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Section 1 – Commitments of AIIMS Deoghar

- 1) AIIMS Deoghar commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. AIIMS Deoghar undertakes that no official of the institute, connected directly or indirectly with the contract, will 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/contractor, 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.
 - b. AIIMS Deoghar shall treat all Bidder(s) with equity and reason during the tender process. AIIMS Deoghar shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - c. AIIMS Deoghar shall exclude from the process all known persons having conflict of interest.
 - d. All the officials of AIIMS Deoghar will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

If the AIIMS Deoghar obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/IPC Act, or if there be a substantive suspicion in this regard, the AIIMS Deoghar shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceeding.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 1) The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the 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: -
 - a) The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS Deoghar, connected directly or indirectly with the bidding/tendering 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/completion of the contract.
 - b) The Bidder/Contractor 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 AIIMS Deoghar or otherwise in procuring/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with AIIMS Deoghar for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with AIIMS Deoghar.
 - c) The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
 - d) The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - e) The Bidder, either 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 AIIMS Deoghar 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.
 - f) The Bidder/Contractor 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.
 - g) The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - h) The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

- i) The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - j) The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - k) If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of AIIMS Deoghar, or alternatively, if any relative of an officer of AIIMS Deoghar has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.
The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
 - l) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.
 - m) In case of sub-contracting, the bidder/contractor shall take the responsibility of the adoption of IP by the sub-contractor.
- 2) The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of AIIMS Deoghar.

Section 3 - Disqualification from the tender process and exclusion from future contracts

- 1) If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, AIIMS Deoghar is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

- 1) If AIIMS Deoghar has disqualified the Bidder(s) from the tender process before the award according to Section 3, AIIMS Deoghar is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2) If AIIMS Deoghar has terminated the contract according to Section 3, or if AIIMS Deoghar is entitled to terminate the contract according to Section 3, AIIMS Deoghar shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) Bidders to disclose any transgression with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance off the said transgression was taken by the competent authority. The period for which such transgressions(s) is/are to be reported by the bidders shall be the last **three years** to be reckoned form date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 2) If the Bidder makes an incorrect statement on this subject, AIIMS Deoghar shall act like para 2 of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- a) AIIMS Deoghar shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- b) AIIMS Deoghar shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Sanctions for Violations

- 1) Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle AIIMS Deoghar to take all or any one of the following actions, wherever required: -
 - a. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
 - b. 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 AIIMS Deoghar and AIIMS Deoghar shall not be required to assign any reason thereof.
 - c. To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to AIIMS Deoghar resulting from such cancellation/rescission and AIIMS Deoghar shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
 - d. To encash the Bank guarantee, in order to recover the dues if any by AIIMS Deoghar, along with interest as per the provision of contract.
 - e. To debar the Bidder/Contractor from participating in future bidding processes of AIIMS Deoghar, which may be further extended at the discretion of AIIMS Deoghar.
 - f. To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

- g. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by AIIMS Deoghar with the Bidder/Contractor, the same shall not be opened/operated.
 - h. Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 2) AIIMS Deoghar will be entitled to take all or any of the actions mentioned at section 7 of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 3) The decision of AIIMS Deoghar to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Section 8- Facilitation of Investigation

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

Section 9 – Pact Duration

- 1) This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.
- If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Executive Director, AIIMS Deoghar.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is AIIMS Deoghar, Jharkhand.
- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the clause integrity Pact shall prevail.

The Parties hereby sign this Integrity Pact as part of the contract at _____ on _____ and parties concerned are bound by it provisions.

For and on Behalf of AIIMS Deoghar

For and on Behalf of Bidder

Signature:

Signature:

.....
.....

.....
.....

**Name of the
Officer:**

**Name of the
Authorised Signatory:**

.....
.....

.....
.....

Designation:

Designation:

.....
.....

.....
.....

Department:

Seal:

.....
.....

.....
.....

Witnesses

Signature:

.....
.....

Name:

.....
.....

Address:

.....
.....

Signature:

.....
.....

Name:

.....
.....

Address:

.....
.....

11. Format for Integrity Agreement
(To be made on Rs 100/- Judicial Stamp Paper)

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

BETWEEN

Executive Director, AIIMS, Deoghar represented through Superintending Engineer, AIIMS, DEOGHAR,
.....

..... (Address), (Hereinafter referred as the “**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: ““**Comprehensive Annual maintenance Contract of Heat Pump System at AIIMS, Deoghar**” 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 to this 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 commit itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender processor the Contract execution.
- (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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

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

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

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

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

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

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/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 participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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

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

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

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or

influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article - 3: Consequences of Breach.

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article-2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may before vigor for a limited period as decided by the Principal/Owner.**
2. **Forfeiture of EMD/Performance Guarantee/Security Deposit** : If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contractor has accrued the right to terminate/determine the Contract according to Article-3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article - 4: Previous Transgression.

1. The Bidder declares that no previous transgressions occurred in the last 05 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender processor action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, at its own discretion, revoke the exclusion prematurely.

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in Conformity with this Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
2. The Principal/Owner will enter 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.

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

Article - 7: Penalty: As per given in the General Condition of Contract.

Article – 8: Payment

- a. **Quarterly** 100% of RA Bill (Quarterly Running Bills) payment will be released after due certification of Bill by Engineering-in-charge or his representative **on submission of original tax invoice along with all necessary documents by the vendor after verification of work done by the vendor, in the same period, from AIIMS Authorities.**
- b. Security Deposit 2.5% will be deducted from the bills of the Contractor.
- c. The Income Tax as application shall be deducted from the bills unless exempted by the Income Tax Department.
- d. It will be mandatory for the bidders to indicate their bank account number and over relevant payment details so that payment could be made through RTGS/Other mechanism.
- e. GST and other taxes as applicable shall be recovered/paid from the contractor's bill as per Govt. of India/AIIMS Rules.

Article - 9: Other Provisions:

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Deoghar of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been unmade.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turnout 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 intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article - 10: LEGAL AND PRIOR RIGHTS:

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

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and

date first above mentioned in the presence of following witnesses:

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

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

WITNESSES:

1.
(Signature, Name and address)

2.
(Signature, Name and address)

Place:

Date:

(To be executed by and between the Owner and the successful tenderer)

FORMAT OF AGREEMENT

This agreement is executed at _____ (Place of execution) on the _____ day of _____, 20____ BETWEEN _____, which expression shall mean AIIMS DEOGHAR (“Owner”) and include its successors and assigns _____ of the FIRST PART AND _____, (name and address of the successful tenderer) (“Contractor”) of the SECOND PART.

The Owner and the Contractor shall be individually referred to as the “Party” and collectively referred to as the “Parties”.

WHEREAS AIIMS Deoghar (the Owner) is desirous of developing a permanent campus and invited tenders by issuing Notice Inviting Tender (“Tender”) for selection of a contractor for constructing the said campus. The Contractor has submitted its bid pursuant to the issuing of the Tender by the Owner.

WHEREAS the details of the work proposed to be executed by the Contractor is more particularly specified in the Tender (name and identification number of Contract) (“Works”) and the Owner has accepted the Tender submitted by the Contractor for the execution and completion of the Works and the remedying of any defects therein, at a contract price of Rs.....(Rupees _____(in words))

WHEREAS the Owner has now desirous of laying down the terms and conditions governing the execution of the Works and has therefore, requested the Contractor to execute the present Agreement.

NOW THIS AGREEMENT WITNESSES THAT:

In this Agreement, words and expressions shall carry the same meanings as are ascribed to them in the Conditions of Contract as more particularly mentioned in the Tender. The Parties agree that the Tender shall form an integral part of this Agreement and shall be read and construed accordingly.

In consideration of the payments to be made by AIIMS DEOGHAR (the Owner) to the Contractor as the consideration for execution of the Works (“Consideration”), the Contractor hereby covenants with AIIMS DEOGHAR (the Owner) to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the Tender and this Agreement.

The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Tender and this Agreement at the times and in the manner prescribed under the Tender.

The following documents shall be deemed to form and be read and construed as part of this Agreement:

- Notice Inviting Tender
- Contractor’s Application and documents submitted for Selection Letter of Acceptance;

Notice to proceed with the Works; Contractor's Tender; Contract Data; Conditions of Contract (including Special Conditions of Contract); Specifications; Drawings; Bill of Quantities; and Any other documents listed in the Contract Data as forming part of the Contract.

In witness where of the Parties have caused this Agreement to be executed on the day and year first written above.

The Common Seal of

Was here under to affixed in the presence of:

Signed Sealed and Delivered by the said

Binding Signature of Owner

Binding Signature of Contractor

In the presence of

12. List of Approved Make (Electrical Items)

Sr. No.	Items	Approved Manufacturer/Brand Name
1	PVC CONDUITS (MMS) ISIMARKED	AKG/PRECISION/ POLYCAB/MODI
2	PVC CONDUIT ACCESSORIES (ISI MARKED)	AKG/PRECISION/POLYCAB/MODI
3	M.S. CONDUIT-ERW (ISIMARKED)	BEC/AKG/NIC/STEEL CRAFT
4	M.S. CONDUIT ACCESSORIES (ISI MARKED)	BEC/AKG/NIC/STEEL CRAFT
5	PVC INSULATED FRLS COPPER CONDUCTOR CABLES 1.1 KV GRADE (ISI MARKED)	FINOLEX/POLYCAB/ HAVELLS/RR KABLE
6	MODULAR PLATE TYPE SCH/ SOCKET GI BOXES/FAN REGULATOR//TEL EPHONE SOCKET	SCHNEIDER (ZENCELO)/ LEGRAND ARTEOR /MK(WRAPAROUND+)/ NORTH WEST (STYLUS)
7	MCB/ ISOLATOR/ MCB DB"S /RCCB/ELCB/MODULERTYPE BELL	LEGRAND/SCHNEIDER/ABB/L&T/SIEME NS
8	LUMINAIRES/ LIGHT FITTINGS	PHILIPS/WIPRO/CROMPTON GREAVES
9	CEILING FAN/EXHAUST FAN	HAVELLS/CROMPTON GREAVES/USHA /ATOMBERGGORILLA/ALMONARD
10	TELEPHONECABLES/WIRES (ISIMARKED)/CO-AXIAL TV CABLES	FINOLEX/POLYCAB/HAVELLS/RR KABLE
11	CAT6CABLE/CAT 6A/ FIBER OPTIC CABLE & ASSOCIATED ITEMS	SCHNEIDER/SIEMON/SYSTI MAX/ LEGRAND
12	TELEPHONE TAG BLOCK DP BOXES	KRONE(GERMAN)/D LINK/ITL
13	LUGS/FERRULES/THIMBLES	DOWELLS/JAINSON
14	1.1 KV XLPE CABLE (ISI MARKED)	FINOLEX/POLYCAB/HAVELLS/RR CABLE
15	ELECTRICAL PANELS/METER BOARDS	CPRI Approved Panel Builder
16	RJ-45 MODULAR SOCKET AND PLATE	LEGRAND/SCHEINDER/MK WRAPROUND/ NORTH WEST

17	MCCBS	THE LATEST MODEL/ SERIES OF LEGRAND/ L&T/SCHNEIDER/ABB/SIEMENS
18	OCCUPANCY SENSOR	PHILIPS/WIPRO/CROMPTON GREAVES HONEY WELL
19	CURRENT TRANSFORMERS	AUTOMATIC ELECTRIC/ KAPPA/ L&T/ NEPTUNE
20	DIGITAL INDICATING MEASURING INSTRUMENTS/MULTIFUNCTION METERS	L&T(QUASER)/SCHNEIDER(CONZ ERV) /AE
21	SELECTOR SWITCH	L&T/KAYCEE/SIEMENS
22	INDICATION LAMP & PUSH BUTTON	BCH/L&T/SIEMENS/ SCHNEIDER
23	BUS TRUNKING, RISING MAIN & TAP-OFF BOX	LEGRAND/L&T/ SCHNEIDER/C & S/ABB
24	LT CABLE (ISI MARKED) 1.1 KV	POLYCAB/HAVELLS/NATIONAL/GRANDLE Y/RR CABLE
25	CABLETRAYS & ACCESSORIES	VENUS/SLOTCO/PILCO/REECO/OBO
26	CAPACITOR (ISI MARKED)	EPCOS/NEPTUNE/ SIEMENS/ L&T
27	CABLE GLAND/ LUGS/ THIMBLES	COMMET/DOWELLS/ RAYCHEM/ GRIPWEL
28	OCTAGONAL STEEL POLE	BAJAJ/TWINKLE/VOLMART/PHILIPS
29	COMPRESSOR	PANASONIC/DANFOSS/EMERSON/ COPELAND
30	PUMP	EBARA/WILO/EQUIVALENT

NOTE -

1. Spare parts/Equipments/filters etc. shall be of OEM of the respective parts.

13. GENERAL CONDITIONS OF CONTRACT

GENERAL

1. The maintenance of work shall be done as per rules and specification of CPWD and as per I.E. Rules & Acts, amended up to date.
2. Contractor shall deploy suitable qualified /experienced technical Staff as under for maintenance for the works as above on all days i/c Sunday & All types of Holidays (all necessary tools for preventive maintenance should be provided by the agency to deployed workers).
Round the clock maintenance and up-keep of Heat Pump System.
 - 2.1 The scope of work also includes repair/replacement/ overhauling of all the parts of the machines/equipment's, which become defective, inefficient or get damaged during working. The decision of the Engineer-in-charge regarding repair /replacement/ overhauling of any part of the machine will be final and binding on the contractor.
 - 2.2 Maintenance of Following Heat Pump System to be carried out:

Sr.No.	Description	Location	Unit	Quantity
1.	Heat Pump system capacity 38 KW each, make - Klima water storage tank with insulation tank a capacity - 2000 ltr. feed pump -2 capacity-6000 lph, Re-circulator - 2, capacity 3000 lph and all electric control Panel and all type of valve.	Hostel buildings	Set	4

3. The firm will have to inform the name and qualification of the workers to be employed on different shifts to the Engineer-in-charge or his authorized representative. The contractor shall deploy separate technicians for each of the three shifts to ensure 24x7 maintenance.
4. Contractor shall also depute expert Engineer along with other technical staff for preventive check of all the equipment /installation once in every two months regularly and also when required by the Engineer-in-charge.
5. **Penalty Clause:** In case of any complaint/breakdown/fault in any equipment, the firm has to attend and rectify the fault within 12 hours of reporting on phone/FAX/E-mail etc. Which will further be recorded in register by agency or engineer failing which will invite a penalty as follows: -
 - a. Attending the complaint in between 12 hours to 24 hours --- Rs. 500.00 per hour.
 - b. After 24 hours - Rs 1000.00 per hour.
 - c. **Manpower:** Minimum One operational & skilled technician will be deputed at site for four month of winter season (November to February) in 24x7 whose attendance is necessary in the office of Engineer in authorized attendance register otherwise Rs.2000.00 per day per worker will be deducted from the bill.
6. Payment shall be made quarterly basis, subject to availability of budget/LOC. However, payment to staff shall be made regularly as per labour laws by cheque/ECS only.
7. The on-duty staff must be in clean uniform, ID card & badges. Uniform & ID Card should be provided by the agency to workers nothing extra will be paid on account of uniform. In case the operator is found without uniform / ID card, the recovery @ 100/- per person per day will be made from the bill.
8. The department shall have liberty to cancel/stop the work at any time without assigning any reason and also if the performance is found unsatisfactory, in the opinion of the Engineer-in- charge.

9. It includes periodical, checking & testing of all installations to keep ready for safe operation at all the time.
10. The contractor shall arrange his own T & P etc. He will also arrange petty material like old dhoti, soap, duster, lubricant, gland dori, log books & register as required for which nothing extra shall be paid.
11. Suitable log book for testing and register for preventive maintenance carried out as per manufactures recommendation shall be maintained at site by the contractor and shown to Engineer-in-charge of site fortnightly.
12. In case, the contractor stops the work in between or his work is discontinued due to unsatisfactory performance, the security deposit shall be forfeited by the department and other legal action may be taken by the deptt. as deemed fit under contract rule.
13. No worker shall be employed for more than 8 hours, the firm/contractor shall maintain wage record and he should not pay wage less than the minimum wages as prescribed/amended by the labour Department/Govt. from time to time.
14. The contract provides for maintenance, preventive maintenance servicing testing of above equipment's, up keep of log book and also minor repair both electrical and mechanical. The spares to be supplied by the department for minor repair free of cost at site, the contractor shall keep record of all such material issued to his representative and dismantle material shall be returned to the department after repairs.
15. The contractor shall intimate immediately without loss of time to site Engineer for occurrence of such faults and in the writing to Engineer-in-charge.
16. The contractor /firm are strongly advised to visit the site for work before quoting the rates, in order to ascertain the quantum and location of works.
17. Providing 1 No. mobile phone to maintenance staff at each site and intimated the cell numbers to related client and AIIMS officers immediately after award of work i/c transportation for moving in the campus.
18. The agency will provide reliever/ weekly rest/ leave to the employee within quoted rates as per rules for which nothing extra shall be paid.
19. Contractor shall have to arrange full demonstration drill of installations to ensure the perfect working of installation once in a month with prior intimation of date of demonstration in presence of Engineer in charge and a certificate in this respect shall be submitted regularly.
20. The staff to be deployed for the work shall be agency's employees only for all purpose & the agency shall be responsible for payment of their wages & all fringe benefits as per labour laws. The staff shall not have any claim of any sort on the department at any time and cannot claim to be the department's employee at any stage & shall have no right of job in the department.
21. In case of accident the contractor shall be responsible for any compensation to his workers deputed on the work by him no claim shall be entertained by the department.
22. Round the clock i/c watch and ward of the equipment shall be the contractor's responsibility and any loss or damage to the equipment shall have to be made good/repaired/replaced as per the original standards/specification of the department, by the contractor at his own cost and nothing extra shall be paid by the department.
23. The worker deputed on the work by the contractor should be well behaved if he misbehaves during the work on the site legal action will be taken by the department.
24. Labour welfare cess at @1% and other statutory deductions will be deducted from the bills payable to the firm in addition to income tax.
25. The firm will have to handover the system completely in working order to the other firm at the time of expiry of contract. Inventories of system and installations shall be prepared and signed by both the firm. Any discrepancy will be found at that time, suitable recoveries will be made from contractor bill. The decision of Engineer-in charge will be final & binding.
26. Labour laws will be applicable as per GCC-2023 clause - 19. Record of wages, ESI and EPF paid/ deposited shall be submitted with each bill.

14) Technical Specification (Equipments to be maintained)

GENERAL: Technical specifications in this section cover the Comprehensive Annual Maintenance of Heat Pump System at AIIMS Deoghar. The scope of work is inclusive of Electrical Works/Mechanical Works of Units.

STANDARDS AND CODES:

The scope of work as mentioned below is the minimum expected from the firm/agency/contractor apart from breakdown maintenance and any other work required for maintenance in proper way as per the maintenance manuals of respective equipment.

1. Installed Heat pump:

S.No	Location	Make of Outdoor unit	Capacity of each Units (in KW)	No. of heat pump
	Boys Hostel-1	Klima	38	1
	Boys Hostel-2		38	1
	Girls Hostel		38	1
	Nurse Hostel		38	1

2. Tank:

Location	Capacity (lit.)	QTY.
4 Nos. Hostels	500	4

3. PUMPS Details:

	<u>Wilco Buster pump</u>		<u>Ebara circulating pump</u>	
Location	<u>Capacity</u>	<u>Quantity</u>	<u>Capacity</u>	<u>Quantity</u>
4 Nos. Hostels	2 HP	8	1.2 HP	16

15) Scope of Work

Heat Pump System

1. It may be ensured that rates for parts of authorized brand only should be quoted and supplied for repair and CAMC accordingly.
2. In case if it is found at a later stage that substandard /inferior quality items supplied, necessary action will be taken against such supplier, including forfeiture of their Performance Security and debarring them for quoting future tenders.
3. If the tender fails to undertake the job satisfactorily at any period of time or withdraws his services temporary for more than one week, AIIMS Deoghar has every right to terminate the contract and forfeit the Security Deposit without assigning any reason what so ever.
4. The representative/engineer of the firm has to make a quarterly mandatory visit to check that all the equipment's under CAMC are working properly. At the end of the period of CAMC, all machines under CAMC will be handed over as functional machine along with Analysis Report of the last month of the CAMC and Warranty certificates of all changed parts/Equipments.
5. **SCOPE OF WORK**
 - a. To keep Heat pump water heater system in running condition and to maintain heating to desired Area systems within specified limits and heat pump unit 'on single responsibility basis.
 - b. All spare parts and consumables (All kind of Filters, Compressor, Thermostat, Transformer, Relay, copper pipe Worn, Stabilizer Repairing, refrigerant refilling and other parts etc.) imported or otherwise, required for keeping Heat pump unit in running condition, would be provided by the contractor. In case the same is not available with them it would be imported / procured by the contractor under their own arrangements.
 - Requirement of shifting of Heat Pump system (Dismantling, installation charge is not extra Paid.)-
 - Winter session in Heat Pump System in Heating Coil, chemical washing as per requirement.
 - Every month each filter cleaning.
 - Every two month each unit cleaning of condenser & evaporator coil.
 - As per requirement of gas filling of compressor.
 - Checking cooling efficiency, overhauling of the Heat pump unit with chemical washing process however, the air filter of the heat pump units shall be cleaned every month of the quarter.
 - Checking of connection at main plug every month.
 - Checking of tightness of nuts & bolts every month.
 - Oiling of the motor in every two months.
 - c. Free replacement of worn-out/exhausted parts like Compressor, Fan motor, Condenser coil, Heating and cooling coil terminals, Copper Pipe controlling PCB, system and inlet/ Drain pipe with new parts during the periodical servicing or breakdown visits during the service contract period. All worn-out parts shall be the property of the contractor. AIIMS Deoghar will not pay extra the labour wages, ESI, EPF, uniform, badges etc. All parts should comply ISI, ISO or equivalent certification wherever applicable and have to be approved by the Engineer in charge of AIIMS Deoghar.
 - d. Vendor shall ensure the continuous supply of Hot Water 24x7 or as requirement/need of end user at desired temperature.

Preventive Maintenance (Monthly Basis):

1. The vendor shall perform monthly preventive maintenance of all Heat Pump units to ensure reliable, efficient, and safe operation.
2. Monthly activities shall include the following:
 - a) Checking refrigerant levels and topping up if required.
 - b) Recording compressor/fan current (Amps) and supply voltage.

- c) Checking indoor fan motor for abnormal sound or vibration.
- d) Cleaning drainpipe and tray to ensure no water leakage or blockage.
- e) Verifying swing motor and flap operation.
- f) Testing return air and coil sensors.
- g) Checking remote battery and proper functioning.
- h) Inspecting all electrical connections and tightening if necessary.
- i) Checking circulation pump operation and ensuring proper water flow.
- j) Inspecting the system for any refrigerant or water leakage.
- k) Cleaning of air filters and general housekeeping of the equipment area.

Preventive Maintenance (Quarterly Basis):

1. Each Heat Pump system shall be serviced at least once every quarter.
2. The contractor shall maintain a service record for each equipment, verified and signed by the AIIMS Deoghar representative.
3. Quarterly Preventive Maintenance Services (PMS) shall include:
 - i) Replacement of filters if damaged or clogged.
 - ii) Checking of selector switches, thermostats, relays, remotes, and capillary tubes.
 - iii) Testing motor windings using megger; rewinding if required.
 - iv) Verifying all earthing/grounding connections.
 - v) Cleaning of blower, condenser, and evaporator fans.
 - vi) Cleaning of evaporator and condenser coils using vacuum/blower and pressurized water.
 - vii) Straightening of coil fins using fin comb where necessary.
 - viii) Tightening of all nuts, bolts, and supports.
 - ix) Lubricating motors, bearings, and moving parts.
 - x) Checking MCBs, electrical control panels, and backup power outlets.
 - xi) Checking efficiency parameters (temperature difference, current, and pressure).
 - xii) Ensuring proper mounting and support of compressor units.
 - xiii) Replacement of defective parts (electrical/mechanical) as required.
 - xiv) Refrigerant gas charging if found insufficient.
 - xv) Cleaning of condenser fins with high-pressure water jet.
 - xvi) Calibration of sensors and thermostats.
 - xvii) Inspection of solar circulation system for leaks, flow rate, and temperature.

Comprehensive Maintenance Services (Inclusive Work):

- 1 The contractor shall undertake all works necessary to maintain the systems in perfect working condition throughout the contract period.
- 2 The comprehensive services shall include but not be limited to:
 - a) Deep cleaning of condenser and evaporator coils with suitable chemical and water jet.
 - b) Lubrication and greasing of motors, pumps, and rotating parts.
 - c) Repair/replacement of insulation on refrigerant and water lines as needed.
 - d) Cleaning of the surrounding area and maintaining overall system hygiene.
 - e) Cleaning of grills, diffusers, and filters at least quarterly.
 - f) Regular cleaning of solar panels to ensure optimum performance (at least once per month).
 - g) Checking and maintenance of solar pumps, valves, temperature sensors, and controllers.
 - h) Inspecting and maintaining solar water tanks, pipelines, and anti-scald devices.
 - i) Verification and maintenance of all electrical control panels, contactors, relays, and fuses.
 - j) Inspection of all safety devices including pressure relief valves, temperature cut-outs, and interlocks.
 - k) Maintaining logbooks for service and performance data.

Breakdown Maintenance:

1. The contractor shall attend to all breakdowns and complaints promptly throughout the

contract period.

2. Upon receipt of a complaint from the AIIMS Deoghar representative, the contractor shall attend and restore within three (3) hours and in case of major fault restore the system within 12 hours.

3. All breakdowns shall be recorded in the maintenance logbook with details of the fault, rectification, and time of restoration, duly acknowledged by the user/representative.

Replacement of Faulty Components:

1 The CAMC shall be comprehensive, including free replacement/repair of all faulty or worn-out parts during the contract period, such as:

- Compressors and its all parts.
- Relays, Contactors, Thermostats.
- Starting/Running Capacitors
- Fan Motors and Blades
- Control PCBs, Sensors, TXV/EXV Valves
- Selector Switches, Timers and Remote Controls
- Drain Motors and Pumps
- Bearings, Bushings, and Insulation
- Refrigerant Gas (charging as required)
- Hot water tank leakage rectifies if required replace it.
- Hot water tank circulating pump and motor repair and replacement.
- Hot water tank insulation replacement if required.
- Hot water tank and related accessories parts.
- Heat Pump related accessories parts.
- Repair & Maintenance of pipeline with its insulation.

All replacement parts shall be OEM make or equivalent approved by the Engineer-in-Charge (EIC).

General

1. The installation shall be maintained in the existing original condition/position. The contractor shall be solely responsible for maintenance and upkeep of the equipment's in good conditions.
2. The preventive maintenance schedule shall be prepared and submitted in advance. The necessary shutdown may be taken with prior permission of the Engineer - in - charge.
3. Performa for Daily, Monthly, & half yearly checking should be filled up after doing preventive maintenance of equipment's. The maintenance records shall be checked & verified by the competitive authority. (One set of Weekly, quarterly, half yearly and yearly maintenance & repair chart/ Performa shall be provided by dept.)
4. A suitable complete shutdown shall be given once in a year for preventive maintenance of the complete system. All the equipment should be thoroughly checked & maintained for proper functioning/operations of the equipment. All major structures, cable supports and steel frames shall be painted once in a year with approved colour.
5. All the types of minor major repairing works will be carried out by the agency on his own cost.
6. The payment against maintenance during the contact period shall be made against quarterly running bills of the accepted amount for AMC subject to satisfactory maintenance of the installation and submission of all formats such as Daily, monthly & Half yearly as provided by the Engineer-in-charge duly filled and accepted by JE/AE of the work.
7. Though the proposal has been made for recovery from the bill of the contractor in case of absence from duty and non-wearing the uniform and shoes by the workers deployed, but the contractor has to see that, immediately necessary substitute to be deployed in a pre-planned manner. Also, contractor has to pay necessary dues to the persons deployed

immediately after completion of one month period. The contractor has to submit the task book wherein the record of day-to-day maintenance activities as required shall be reflected. Noncompliance of these all shall be treated as unsatisfactory performance and thereby the contract shall be cancelled and contractor shall not be allowed further to purchase and participate in tendering process.

8. The contractor is bound to distribute the salary/wages to the staff deployed by 5th of each month, positively, the contractor shall make the payment of wages to the staff deployed at work in their bank account through cheque or draft or e-transaction and will submit the AIIMS DEOGHAR CORRECTION NIL INSERTION NIL CUTTING NIL OVERWRITING NIL JE, EE(E) AIIMS evidence of such transaction like photocopy of bank passbook / Account statement of staff etc. to the department at every month to insure the payment of wages.
9. The employees for the contractor shall be of good character and of sound. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks / drugs, shewing of pan / Gutka, smoking, using speakers for listening to music and loitering without any work. The workers should not be below the age of 18 years.
10. The contractor shall keep himself fully informed of all acts and laws of the Central and state Government, all order, decrees of statutory bodies, tribunals having jurisdiction or authority, which in any manner any affect their engaged or employed staff and anything related to carry out the work. All the rules & regulations and bye-laws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
11. The agency is supposed to work on job contract basis and as such there will not be any separate payment for working on Saturdays, Sundays or other gazetted / national holidays etc. and the same is to be included in the monthly charge claim in the tenders by the Contractor.
12. Approval etc. under any statute or law for operating the power plant and that required for bulk oil storage tank shall be obtained by the agency at his own cost.
13. Arrange for the disposal in a safe and lawful manner of all effluent, waste products and used items & provide the certificate for disposal items like Oil, filters etc. nothing extra will be paid for this.
14. The maintenance of the installation, including without limitation, oil, antifreeze, filters and other consumable items.
15. **Penalty Clause:** In case of any complaint/breakdown/fault in any equipment, the firm has to attend and rectify the fault within 12 hours of reporting on phone/FAX/E-mail etc. Which will further be recorded in register by agency or engineer failing which will invite a penalty as follows: -
 - a) Attending the complaint in between 12 hours to 24 hours -- Rs. 500.00 per hour.
 - b) After 24 hours - Rs 1000.00 per hour.
 - c) **Manpower:** Minimum one operational & skilled technician will be deputed at site for four month of winter season (November to February) in 24x7 whose attendance is necessary in the office of Engineer in authorized attendance register otherwise Rs.2000.00 per day per worker will be deducted from the bill.

16. Financial bid

SCHEDULE OF RATES

(To be submitted in Financial Bid)

Name of Work: Comprehensive Annual maintenance Contract of Heat Pump System at AIIMS, Deoghar.

SN	DESCRIPTION	UNIT	QTY	Rate per unit in Rs. (Inclusive of GST)	Amount in Rs. (Inclusive of GST)
1.0	Comprehensive Annual maintenance Contract of Heat Pump System at AIIMS, Deoghar including the followings: I. Heat pump system of 4 Nos. with Water storage tank with insulation tank capacity - 500 lit each. II. Buster pump -8 and Circulating Pump-16 capacity, 6000 lph. III. All electric control Panel and its accessories. IV. 38 KW capacity Outdoor unit of 4 no. with Compressor, Complete Refrigerant system, Fan etc. V. All water pipeline with all type of valves related to heat pump system.	Quarterly	8		
		Total Amount in Rs (Inclusive of GST)			

NOTE:

I. Term & Condition of Payment:

- I. 50% Payment shall be released in 3rd quarter i.e. by ending December.
- II. 25% Payment shall be released in 4th quarter.
- III. 12.5% Payment shall be released in 1st quarter.
- IV. 12.5% Payment shall be released in 2nd quarter.