

Name of work

- (A) Servicing and repairing the Air Conditioners & Water coolers,
 (B) Servicing and repairing of Ceiling fans, wall fans, exhaust fan etc. in IGIMS, Patna.

Bid Security deposit – Rs. 2000/ for each Part

Last submission day of quotation 12-04-2013 up to 4:00 P.M.
Date of opening of the technical bid: 13-04-2013 12:00 NOON in Conference hall
Date of opening the Price bid: **intimated later to the technically qualified bidder**

Pre Requisites for Applying Firm: -

- (a) The bidders should have completed similar works i. e

Part (A) Servicing and repairing the Air Conditioners & Water coolers,

Part (B) Servicing and repairing Fans of Ceiling fans, wall fans exhaust fan etc.

Copies of work order/ experience certificate are to be submitted along with the technical bid separately for each part of work.

The quotation without this certificate / previous work order to the satisfaction of institute will summarily be rejected & no queries will be entertained in this regard.

- (b) The bidder should attach a self attested copy of their annual turnover in last three consecutive years to confirm the financial healthiness of the firm. The bidders which would not found financially healthy will not be considered.
- (c) No subletting or subcontracting of the work will be permitted. An undertaking of this effect should be submitted along with the technical bid.
- (d) The bidders should have competent personnel stationed in the office/service center in Patna. The service center in Patna must have sufficient stock of spares for providing prompt services during defect liability/guarantee period and thereafter if required. Successful bidder will have to establish their workshop with all the tools and tackles, sufficient spares and competent personnel in the IGIMS premises for execution of this CMC. . An undertaking of this effect should be submitted along with the technical bid.
- (e) The quotationer should have PAN No. allotted to them by the Income Tax department. Proof of this should be attached along with the Technical bid.
- (f) The quotationer should have valid Service Tax Registration certificate issued by the government. Proof of this should be attached along with the Technical bid.

Submission Details-

The bidder should submit their quotations separately for either part (A) or part (B) of the work. They should submit technical bid and Price bid separately in two envelopes Super scribed technical bid and price bid] for the work of Part (A) Servicing and repairing the Air Conditioners & Water coolers or part (B) Servicing and repairing Fans of Ceiling fans, wall fans exhaust fan etc Rewinding of Ceiling both envelopes in an 3rd envelope. The entire envelope must clearly indicate the short quotation notice number, Name of the work and address of the Bidder.

Technical bid should contain

- I. All the required documents as mentioned in prerequisites for the firm mentioned above from (a) to (f).
- II. Forwarding letter along with a refundable bid security in the form of Demand Draft of Rs 2000/- (Two Thousand only) payable at Patna in favor of Director, IGIMS, Patna
- III. All pages of the Quotation document should be serially numbered.
- IV. Details of document attached should be indexed with page number.
- V. The price bid for the part (A) of the work and part (B) of the work should be quoted in specified formats as attached in this notice in an envelope clearly indicating “PRICE BID FOR PART (A) OF WORK” or “PRICE BID FOR PART (B) OF WORK.”
- VI. The offer shall remain open for at least 60 days.

TERMS AND CONDITIONS:

Part - (A) Servicing and repairing the Air Conditioners Water coolers,

1.0 The prospective bidder may visit / examine the site and its surrounding to assess the accessibility and access the scope of work before submitting their offer. No claims later on shall be entertained. The bidder shall arrange & maintain at his own cost all materials, T & P, and facility for workers for executing the work.

2.0 Successful bidder shall strictly conform to the specification, schedule of rates, general and special terms and conditions if any, and any other matter contained in this short quotation notice.

3.0 SECURITY DEPOSIT

The amount of Security Money shall be 10% (Ten Percent) of the accepted/agreed amount of the work and deduction/deposit shall be made in following manner.

- a- Initial Security Deposit @ 5% (Five Percent) of the accepted/agreed value shall be deposited before the execution of the Agreement between the Institute and the successful quotationer. The Agreement will be made in IGIMS.

- b- Balance 5% (Five Percent) Security Money shall be deducted from each running account bill of work done under the agreement.

Security deposit shall be refunded after expiry of defects liability period (12 months from completion of work) provided, there are no defects in work and removed all surplus material, rubbish from site. The Security deposit shall be totally non-interest bearing and the bank guarantee, if furnished, shall also not entail any liability towards bank interest, money or bank charges etc. on IGIMS.

4.0 TAXES

The contractor has to quote rates including all taxes levied; VAT and Service tax etc. & nothing extra will be paid on this account.

5.0- Attending Break down in Air conditioner and water cooler

The successful bidder will have to attend any breakdown of Air conditioner or Water cooler under as per following-

- i) Within Four hours from the time of lodging complaint by the Engineer-in-Charge or his authorized representative for minor nature of defect.
- ii) Within two days from the time of lodging of complaints by Engineer/in/Charge or his authorized representative in case of major repair work like replacement of compressor, condenser tube replacement and gas filling. The decision of engineer in charge for nature of work involved (minor or major) will be final and binding to the contractor.

6.0- PENALTY FOR DELAY

Time allowed for the work shall be strictly followed otherwise the successful bidder should be liable to pay penalty as per following rate

- i) In case of delay in attending breakdown calls within stipulated time, a penalty of Rs. 200.00 per day per unit for delay in execution shall be levied.
- ii) In case the break down call/repairing work remains unattended, the same shall be attended by other agency and the repairing cost occurred over it, will be deducted from the coast of contractor. The decision of Engineer in-charge about the delay shall be final and binding.

7.0 TERMINATION

Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy of IGIMS under the contract or otherwise including right of IGIMS for compensation for delay, the Engineer-in-charge may, without prejudice to his right against Contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine the Contract.

A) Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract.

- 1) Failure to provide at the job site, sufficient labor, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof:
- 2) Failure to execute the works or any of them in accordance with the contract.

- 3) Disobedience of any order or instruction of the Site Engineer and / or Engineer-in-charge.
- 4) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Engineer-in-charge.
- 5) Abandonment of the works or any part thereof.
- 6) Failure to execute the Contract in terms of the form of Contract forming part of the Tender Documents within Ten days of notice in this behalf from IGIMS.
- 7) If the Contractor is incapable of carrying out the work.
- 8) If the Contractor misconduct in any manner.
- 9) If there is any change in the constitution of the Contractor (if a firm) or in the circumstances or organization of the Contractor, which is detrimental to the interests of IGIMS.
- 10) Dissolution of the Contractor (If a firm or commencement of liquidation) or winding up (whether voluntary or compulsory) of the Contractor (if a company or appointment of a receiver or Manager of any of the Contractor's assets and / or insolvency or the Contractor (if a sole proprietorship) or of any partner of the Contractor (if a firm).
- 11) Delay in execution of work, which in opinion of Engineer-in-charge shall delay the completion of work beyond the stipulated date of completion.
- 12) Distress, execution, or other legal process being levied on or upon any of the Contractors goods and /or assets .
- 13) Death of Contractor (if an individual)
- 14) If the Contractor or any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent to IGIMS.
- 15) If the Contractor shall assign or attempt to assign his interest or any part thereof in the Contract. The decision of the Director IGIMS as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling IGIMS to terminate the contract has occurred shall be final and binding upon the Contractor and shall be non obligatory. The reason for the termination stated in the notice of termination shall be final and binding upon the Contractor and shall be non-arbitral. The jobs left however by the Contractor shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly.

8.0 SUBMISSION OF BILL

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge for all the works executed in the previous months, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified claim as far as admissible. If the contractor does not submit the bill within the time fixed aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare the bill. This shall be done at the cost of the

contractor and the failure of the Contractor to participate and countersign the measurements shall foreclose his right to challenge them at any stage thereafter.

9.0 PAYMENT

Payment for the work shall be made on monthly running accounts bill for the works executed in previous month and measurement certified by engineer in charge or the person authorized by the Executive Engineer (Electrical).

10.0 FIRMNESS OF RATES:

All the rates quoted and agreed in the tender shall remain firm till the completion of work. The rates are to be inclusive of all current taxes and levies payable under the respective statutes. Rate will be valid for one year.

11.0 DEVIATION / VARIATION EXTENT / EXTRA ITEMS / SUBSTITUTED ITEMS AND PRICING

11.1 GENERAL

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

12.0 WORK OPEN TO INSPECTION

All work under or in course of execution or being executed in pursuance of the contract shall at all times be open to inspection and supervision by the Engineer-in-charge and his authorized subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if the same had been given to the Contractor himself.

13.0 LABOUR AND MATERIAL

The successful bidder shall provide at his own cost all labour and material, tools and tackles ladders, tackle, scaffolding etc. requisite for the proper execution of the work and whether included in the specifications or other documents forming part of the contract or referred to in the conditions or not, or which may be necessary for the purpose of entirely satisfying the Engineer-in-charge. In the event of the

Contractor failing to provide the same, the Engineer-in-charge may provide the same at the risk and cost of the Contractor.

14.0 SAFETY CODE

The successful bidder shall follow the Safety Code and Model Rules for the Protection of health and sanitary arrangement for Workers.

5.0 REMOVAL OF PERSON

The Engineer-in-charge may require the Contractor to remove from the site of the work any person or persons in the Contractor's employment who may found to be incompetent or due to misconduct and the Contractor shall forthwith comply with such requirement / instructions.

16.0 WORKS TO BE CARRIED OUT UNDER DIRECTION OF ENGINEER-IN-CHARGE

All works shall be executed subject to the approval in all respect of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner these are to be commenced, and carried out from time to time.

17.0 ARBITRATION

Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by mutual consultations. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Ordinance dated 26th March, 1996 and shall be conducted in Patna.

4. OTHER CONDITION TO ADHERE BY THE SUCCESSFUL BIDDER

4.1 The material should be got approved before start of work.

4.3 The successful bidder shall clear the site after completion of work in all respect.

4.4 **The bidder shall use only the genuine** spare parts.

4.5 The contractor shall comply with safety codes for Fire precaution, health requirement, Scaffolds & ladders etc.

4.6 No T & P shall be issued by IGIMS.

4.7 All dismantled material for which credit is not being given in the tender shall be handed over to the site engineer/ store at proper place.

4.8 **The successful bidder** shall be fully responsible for safety of his workers and incase of any accident / mishap the entire responsibility shall be on the contractor.

4.9 The work shall be executed without any loss / damage to the IGIMS properties.

5.0 WATER & POWER FOR THE WORK

IGIMS shall provide power & water at one point for the proper execution of the work free of cost under normal circumstances. In case IGIMS is not in a position to supply the water and / or power, the bidder will make his own arrangement so that the work does not suffer. However no claim of the bidder whatsoever shall be entertained by IGIMS on this account.

6.0 REJECTION OF DEFECTIVE MATERIAL

6.1 If on test any portion of execution of work are found to be defective or not fulfilling the intent or the meaning of the specifications, the same shall be replaced or repaired to the entire satisfaction of Engineer-in-charge, IGIMS.

6.2 In case the successful bidder fails to remove the defects, within a period considered reasonable, IGIMS reserves the right to take necessary remedial measures through other agencies and all expenses thus incurred would be recovered from the Contractor.

7.0 CO-ORDINATION

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the contractor. Proper co-ordination with other agencies will be contractor's responsibility. In case of any dispute the decision of IGIMS shall be final & binding on the contractor.

8.0 CERTIFICATION OF VIRTUAL COMPLETION

The work shall not be considered as completed until the Engineer-in-charge has certified in writing that the works have been virtually completed and the guarantee period shall commence from the date of such certificate.

9.0 CLEARANCE OF SITE

The contractor shall have to remove all waste (Melba) and other unwanted material from site of work before handing over the installation to the IGIMS. The work shall not be treated as complete in all respects unless these requirements are fulfilled by him. In the event of contractor failing to do so, the IGIMS shall have right to get the site cleared at his cost.

Extra terms & conditions:-

1. The work shall be carried out generally as per the direction of Engineer-In-Charge.
2. The rates are Net inclusive of all taxes; duties etc. and nothing Extra shall be paid.
3. Income Tax & D Vat etc. will be deducted as applicable on the value of work done.
5. The work shall be executed without any loss/damage to IGIMS properties etc.
6. Contractor shall be fully responsible for safety of his workers and in case of any misshaping the entire responsibility shall be on the contractor.
7. The Contractor shall clean the site after completion of work in all.
8. The dismantled material shall be returned to IGIMS Stores and copy of such document is to be submitted to Engineer in charge .
9. 5% Security deposit on work done value shall be deducted from the each running bill which shall be refunded as below after satisfactory completion of work.
10. This contract covers attending to any number of breakdown calls and four preventive maintenance services on priority basis in a year during the tenure of the contract.
11. Any part, including compressor, condenser coil, contactor, thermostat, relay fan motor, fan blades/ blower and Gas R-22 , miscellaneous items including voltage stabilizer, shall be guaranteed atleast for six months after replacement/ repair.
12. The company will provide a qualified Engineer to visit the site whenever required.
13. Enclose the copy of PAN No. and TAN No. with quotation.
14. The contractor/ firm should poses the required T & P materials like Gas cylinder, flaring tools, clamp Gas charging pipe, vacuum pump of sufficient capacity, leak detector etc.
15. The required spare materials should be kept ready at site so that it can be used immediately as and when required. The maintenance rate quoted should cover the cost of spare and no any payment for any type of spare parts will be paid separately.
16. All damaged materials has to be replaced by the firm immediately to prevent from any sort of breakdown.
17. A register will be maintained in this office for recording periodical checking of A/C machines should be signed by the in-charge of the firm. The reporting time & date of defect of any A/C machine will be in the register.
18. Replaced materials should be of same brand as the brand of the machine.
19. During the contract period, the firm/contractor will be fully responsible for the malfunction of any machine.

20. Penalty will be imposed upon the firm/contractor, if any A/C machine remains nonfunctional more than stipulated time from report time of defects @ Rs. 100/- per day per unit

Schedule of work: Part (A)

Name of work: - Servicing and repairing of Air conditioning & Water cooler units of IGIMS Patna-14.

S. 0 Servicing of Air conditioner and Water coolers

All the operative Air conditioners & Water coolers will be handed over to the contractor at the time of starting the work. Successful bidder has to put a sticker with identification tag to them and keep a register along with its compressor number and other details.

S.1 All such handed over Air conditioners and water coolers are to be serviced (Servicing include complete checking cleaning of air filter, condenser, evaporator, its fans control units electrical connection, thermostat, related voltage stabilizer, etc) at least once in two months and has to be maintained in working condition by the contractor. All repairs, spares, consumables required for satisfactory operations of these will be supplied, installed and maintained by the successful bidder.

S.2- REPAIRING OF NON OPERATIVE AC & WATER COOLER

The Air conditioner and the Water coolers which are not functional at the time of starting of work will be inspected jointly by the representative of the contractor and IGIMS for the spares or consumables required to make it operative and the spares and consumables required for them will be supplied by the contractor on extra cost as per rates quoted by the successful bidder and accepted by IGIMS as per Annexure I. The inspection charges for such AC and water cooler will also be paid extra as per their quoted rate in Annexure I. The same will be made operative after repairing work by the contractor and will be taken in service. After making them operative these will also be included in comprehensive maintenance and maintained as per clause S.0 and S.1 in the comprehensive contract.

The decision in this regard by the Engineer In charge will be final and binding to the contractor.

S.3- In case of replacement of any item under this work the original bill will be provided to IGIMS and warranty rights will remain with IGIMS.

S.4- Attending Break down in Air conditioner and water cooler

a- The successful bidder will have to attend any breakdown of Air conditioner or Water cooler under this Contract as per following-

i) Within two hours from the time of lodging complaint by the Engineer-in-Charge or his authorized representative for minor nature of defect.

ii) Within two days from the time of lodging of complaints by Engineer/in/Charge or his authorized representative in case of major repair work like replacement of compressor, condenser tube replacement and gas filling. The decision of engineer in charge for nature of work involved (minor or major) will be final and binding to the contractor.

The approx. number of Air conditioners and water coolers available in the IGIMS is as per following for the reference purpose.

This may increase or decrease brand or capacity wise in the maintenance period.

Make	Window	Window	Spilit	Spilit
	1.5 TR	2 TR	1.5 TR	2 TR
Blue Star	24		15	12
Videocon	14	2	11	
Voltas	31	3	3	5
Feeder Lloyd	9			
Carrier	8		3	
Usha	3		1	
Samsung	1		1	
Amtrex	8		3	
Hitachi			2	
Electrolux			1	
LG			2	
Total	98 nos	5 nos	42 nos	17 nos

Total no of AC different make at different locations – 162 nos

Total no of Water Cooler of 40 liter cooling capacity at different location- 7 nos

RATE- BID FORMAT Part- (A) work

To

The Director

IGIMS Patna-14

Sub- Servicing and repairing of Air conditioners / water coolers

Ref-

Dear Sir,

Having examined the tender documents, terms and documents stipulated therein specifications, work schedule etc. we the undersigned offer to execute the work of the subject sited above in conformity and the said specifications and conditions of contract at the slandered schedule quoted as under.

I/We submit our lowest quotations for the items and work mentioned below:

Sl.No.	Items	Unit	Quotated Rate
1	Annual Maintenance Charges for, Air Conditioners Window /Split & multi split Type of 1.5 / 2.0 and 3.0 TR capacity and Water cooler-40/80 liter capacity of different make including its repairing as and when required including the charge of overhauling, servicing, removing and fixing, periodical check up, breakdown call service, supply and replacement cost of starting capacitor, starting relay, running capacitor, filter, fan capacitor, knob, selector switch, PCB, & electrical wiring etc. all complete. (refer Work schedule clause S.0 and S.1	Per AC/12 month Per WC/12 month	

Signature and Seal of The Bidder

Rate Bid format (Annexure- I) for part (A) Work

2. Quoted rates of spares and consumables for repairing the Air Conditioner and Water Cooler are as per following:

Sl.No	Spare/consumable	Unit	Quoted Rate in Rs./unit
1	Supply and installation of new Compressor for 2TR AC (old compressor will be retained by the contractor) of reputed make and approved by the engineer in Charge	Piece	
2	Supply and installation of new Compressor for 1.5TR AC (old compressor will be retained by the contractor) of reputed make and approved by the engineer in Charge	Piece	
3	Supply and installation of new Compressor for 40 liter per hour capacity water cooler (old compressor will be retained by the contractor) of reputed make and approved by the engineer in Charge	Piece	
4	Supply and charging of Refrigerant for 2 TR AC unit	Per AC	
5	Supply and charging of Refrigerant for 1.5 TR AC unit	Per AC	
6	Supply and charging of Refrigerant for water cooler 40 Ltr /hr cooling capacity unit	Per water cooler	
7	Supply and fixing of new PCB kit for AC, old PCB is to be returned to IGIMS	Set	
8	Supply and fixing of new Fan motor for IDU/ODU/Window AC unit of reputed make.	Set	
9	Supply and fixing of new Fan motor for water cooler 40 ltr/hr cooling capacity unit of reputed make	Set	
10	Supply and fixing of Starting capacitor of Reputed make for AC unit	Number	
11	Supply and fixing of Running Capacitor for AC unit	Number	
12	Supply and fixing of starting Relay / contactor suitable for AC unit	Number	
13	Supply and fixing of starting Relay/ contactor for 40 ltrs /hr capacity water cooler unit	Number	
14	Supply and fixing of new Thermostat of reputed make for AC unit	Number	
15	Supply and fixing of new Thermostat for water cooler unit	Number	
16	Supply and fixing of new PCB control unit for AC unit(window / Split type)	Set	
17	Supply and fitting of Copper tubing for split type AC unit	RMT	

18	Supply and fitting of Copper tubing, liquid line filter and associated parts for window type AC unit and water cooler unit	Set	
19	Supply of Electrical Flexible Cable for connection of AC of sufficient capacity	RMT	
20	Supply and replacement of Complete Condenser/Evaporator coil (old coils not returnable to IGIMS)	Set	
21	Supply and fixing of new Water tap for water cooler	Set	
22	Supply and fixing of new Stainless water tray for water cooler	Set	
23	Rewinding and fixing of old Fan motor for IDU/ODU/Window AC unit.	Set	
24	Rewinding and fixing of old Fan motor for IDU/ODU/Window AC unit of reputed make.	Set	
25	Repairing and fixing of old PCB for AC unit of different make and capacity	Set	
26	Supply and fixing of new voltage Stabilizer for 2 TR AC	Set	
27	Repairing of defective stabilizer of AC	Set	
28	Supply and fixing of new fan blade for condenser/ evaporator fan blade of A.C. units	Set	
29	Supply and fixing of new fan blade for water cooler unit	Set	
30	Supply and fixing of new blower unit for split type A. C. unit	Set	
31	Supply and fixing of new blower unit for window type A. C. unit	Set	
32	Overhauling/ repairing charge for all Fan motors of A.C & water cooler	No	

Signature and Seal of The Bidder

Forwarding Letter Format

To
The Director
IGIMS Patna-14

Sub - Quotation for Part A of work.

1. Name of the application Firm:
2. Details of Bid security Deposit: DD No.- date of Rs' 2000/- drawn on Bank
3. Name of proprietor/Partner/Director
4. Full Address of Registered : Office as given in Regn. Certificate

Telephone No. :
 FAX No. :
 E-Mail Address :

5. Full address of Operating / Branch Office:

Telephone No. :

E-Mail Address :

6. PAN/GIR No. :
 (Attach attested copy)

7. Service Tax Registration No.
 (Attach attested copy)

8. Following documents are attached herewith

- | | |
|---|----------|
| a) Technical Bid for Part (A) of work along with its documents--- | Yes/ No |
| b) Price bid for Part (A) of work in prescribed Format ----- | Yes / No |

DECLARANON

(name) resident of-Proprietor/Partner/Director of M/S -----

declare that the information mentioned in the above 1 to 8 points are true and correct.
 Further I agree to all the Terms & Conditions mentioned in the Tender.

Signature of authorized person
 Name with Stamp

Place:
 Date:

TERMS AND CONDITIONS: - PART-(B) Servicing & Repairing of Ceiling Fans, Wall Fans, Exhaust Fans etc.

1.0 The prospective bidder may visit / examine the site and its surrounding to assess the accessibility and assess the scope of work before submitting their offer. No claims later on shall be entertained. The bidder shall arrange & maintain at his own cost all materials, T & P, and facility for workers for executing the work.

2.0 Contractor shall strictly conform to the specification, schedule of rates, general and special terms and conditions if any, and any other matter contained in the tender documents issued by the IGIMS.

3.0 SECURITY DEPOSIT

The amount of Security Money shall be 10% (Ten Percent) of the accepted/agreed amount of the work and deduction/deposit shall be made in following manner.

- a- Initial Security Deposit @ 5% (Five Percent) of the accepted/agreed value shall be deposited before the execution of the Agreement between the Institute and the successful quotationer. The Agreement will be made in IGIMS.
- b- Balance 5% (Five Percent) Security Money shall be deducted from each running account bill of work done under the agreement.

Security deposit shall be refunded after expiry of defects liability period(12 months from completion of work) provided, there are no defects in work and removed all surplus material, rubbish from site. The Security deposit shall be totally non-interest bearing and the bank guarantee, if furnished, shall also not entail any liability towards bank interest, money or bank charges etc. on IGIMS.

4.0 TAXES The bidder has to quote rates including all taxes levied; VAT and Service tax etc. & nothing extra will be paid on this account

5.0 TERMINATION

Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy of IGIMS under the contract or otherwise including right of IGIMS for compensation for delay, the Engineer-in-charge may, without prejudice to his right against Contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine the Contract.

A) Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract.

- 1) Failure to provide at the job site, sufficient labor, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof:
- 2) Failure to execute the works or any of them in accordance with the contract.
- 3) Disobedience of any order or instruction of the Site Engineer and / or Engineer-in-charge.
- 4) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Engineer-in-charge.
- 5) Abandonment of the works or any part thereof.

- 6) Failure to execute the Contract in terms of the form of Contract forming part of the Tender Documents within Ten days of notice in this behalf from IGIMS.
- 7) If the Contractor is incapable of carrying out the work.
- 8) If the Contractor misconduct in any manner.
- 9) If there is any change in the constitution of the Contractor (if a firm) or in the circumstances or organization of the Contractor, which is detrimental to the interests of IGIMS.
- 10) Dissolution of the Contractor (If a firm or commencement of liquidation) or winding up (whether voluntary or compulsory) of the Contractor (if a company or appointment of a receiver or Manager of any of the Contractor's assets and / or insolvency of the Contractor (if a sole proprietorship) or of any partner of the Contractor (if a firm).
- 11) Delay in execution of work, which in opinion of Engineer-in-charge shall delay the completion of work beyond the stipulated date of completion.
- 12) Distress, execution, or other legal process being levied on or upon any of the Contractors goods and /or assets .
- 13) Death of Contractor (if an individual)
- 14) If the Contractor or any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent to IGIMS.
- 15) If the Contractor shall assign or attempt to assign his interest or any part thereof in the Contract.

The decision of the Director IGIMS as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling IGIMS to terminate the contract has occurred shall be final and binding upon the Contractor and shall be non obligatory. The reason for the termination stated in the notice of termination shall be final and binding upon the Contractor and shall be non-arbitral. The jobs left however by the Contractor shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly.

6.0 SUBMISSION OF BILL

A bill shall be submitted by the Contractor every month on or before the date fixed by the Engineer-in-charge for all the works executed in the period, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified claim as far as admissible. If the contractor does not submit the bill within the time fixed aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare the bill. This shall be done at the cost of the contractor and the failure of the Contractor to participate and countersign the measurements shall foreclose his right to challenge them at any stage thereafter.

7.0 PAYMENT

Payment for Contract shall be made on monthly running accounts bill for the works executed in previous month and measurement certified by engineer in charge or the person authorized by the Executive Engineer (Electrical).

8.0 FIRMNESS OF RATES:

All the rates quoted and agreed in the tender shall remain firm till the completion of work. The rates are to be inclusive of all current taxes and levies payable under the respective statutes.

9.0 DEVIATION / VARIATION EXTENT / EXTRA ITEMS / SUBSTITUTED ITEMS AND PRICING

9.1 GENERAL

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

10.0 WORK OPEN TO INSPECTION

All work under or in course of execution or being executed in pursuance of the contract shall at all times be open to inspection and supervision by the Engineer-in-charge and his authorized subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if the same had been given to the Contractor himself..

11.0 CONTRACTOR TO SUPPLY LABOUR AND MATERIAL

The Contractor shall provide at his own cost all labour and material, tools and tackles ladders, tackle, scaffolding etc. requisite for the proper execution of the work and whether included in the specifications or other documents forming part of the contract or referred to in the conditions or not, or which may be necessary for the purpose of entirely satisfying the Engineer-in-charge. In the event of the

Contractor failing to provide the same, the Engineer-in-charge may provide the same at the risk and cost of the Contractor.

12.0 SAFETY CODE

The Contractor shall follow the Safety Code and Model Rules for the Protection of health and Sanitary arrangement for Workers

13.0 REMOVAL OF PERSON

The Engineer-in-charge may require the Contractor to remove from the site of the work any person or persons in the Contractor's employment who may found to be incompetent or due to misconduct and the Contractor shall forthwith comply with such requirement / instructions.

14.0 WORKS TO BE CARRIED OUT UNDER DIRECTION OF ENGINEER-IN-CHARGE

All works shall be executed subject to the approval in all respect of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner these are to be commenced, and carried out from time to time.

15.0 ARBITRATION

Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by mutual consultations. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of

contract. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Ordinance dated 26th March, 1996 and shall be conducted in Patna.

16.0 WORK SCHEDULE

PART-(B) Servicing & Repairing of Ceiling Fans, Wall Fans, Exhaust Fans etc,

Contractor has to put a sticker with identification tag to the ceiling fan, Exhaust fan, Pedestal Fan etc and enter the identification tag no and location of those fans where any type of work was carried out as per contract in a register and work verification has to be done by the personnel authorized by Executive Engineer Electrical. The work has to be counter signed by the Engineer in charge or the personnel authorized by Engineer in charge.

16.1.0- In case of non operative ceiling fan / exhaust fan etc Contractor has to check the ceiling fan / exhaust fan etc jointly by the representative of the contractor and IGIMS for the nature of work involved and spares or consumables required to make it operative. The necessary work and spares or consumables required for will be supplied by the contractor on the rates quoted by the contractor and approved by IGIMS as per in Annexure- I. The decision in this regard by the Engineer In charge will be final and binding to the contractor.

16.1.1 In case the fan is non operative due to damage of rotor shaft, damage of bearing, damage of bearing housing, bush etc same is required to be disassembled and assembled and trail run of the fan in front of authorized representative of IGIMS is to be taken after replacement of the damaged shaft, bearing etc as required. Proper record has to be kept by the contractor. Such works must be completed within two days after the intimation to the contractor.

16.1.2 In case of non-operative fan due to electrical problem or failure of any capacitor etc the fan must be made operative within one day after intimation to the contractor.

16.2- In case of replacement of any item under this contract the minimum six-month guarantee has to be provided to IGIMS for that part.

16.3 – In case the winding of the ceiling fan, exhaust fan etc is found defective the fan is to be dismantled by the contractor and rotor or stator with winding has to be jointly inspected for the reason of this defect.

The rotor or stator of the fan for the rewinding work will be handed over to the contractor.

The rewinding work will be done as per following terms and condition:-

16.3.0 Contractor has to rewind the burnt or defective winding of stator/ rotor of the ceiling fan, exhaust fan etc with original wire gauge, wire insulation and polarity as per specification of Original Equipment Manufacturer. Any deviation in this specification will not be allowed.

16.3.1 The damaged winding wire is not to be credited to IGIMS store.

16.3.2 Contractor has to assemble the fan motor after repairing the cause of burning the winding. That is replacement of damaged bush, damaged bearing, damaged shaft etc. It may be needed to replace spring washer, screws, rubber bush and bolts, Quarter pin flexible wire piece etc. Sweep screws to be replaced if found damaged.

16.3.3 Contractor will take trial run of such fan in presence of authorized personnel by the engineer in charge at the site and keep a record of this exclusive work.

16.3.4. Such work has to be completed in all respect within 6 days from the date of dismantling the fan.

16.3.5 This work will be guaranteed for a period of minimum six months from the date of re commissioning of the fan.

16.4-TIME SCHEDULE for the work Servicing / Maintenance /Rewinding of Ceiling Fans, Exhaust Fans etc, is as per following-

- a. Within one day for the work of supply and replacement of damaged shaft, bush or bearing etc after lodging of complaints by Engineer/in/Charge or his authorized representative.
- b. Within 6 days for complete work of fan which involves re winding of rotor /stator (clause 16)
- c. Within 1 day for replacement of capacitor or minor electrical problem.

The decision of engineer in charge for nature of work involved (minor or major) will be final and binding to the contractor.

17.0- PENALTY FOR DELAY

Time allowed **for** the work shall be strictly followed otherwise the Contractor should be liable to pay penalty as per following rate

- i) In case of delay in attending the work within stipulated time, a penalty of Rs. 20.00 per day per unit for delay in execution shall be levied subject to maximum total 10% of the work order value
- ii) In case the repairing work remains unattended, other agency shall attend the same on the risk and cost of the successful bidder. The decision of Engineer in-charge about the delay shall be final and binding..

18.0 OTHER CONDITION TO ADHERE BY SUCCESSFUL BIDDER

18.0.1 The material should be got approved before start of work.

18.0.2 The firm shall clear the site after completion of work in all respect.

18.0.3 **The firm shall use only the genuine** spare parts.

18.0.4 No T & P shall be issued by IGIMS.

18.0.5 All dismantled material for which credit is not being given in the tender shall be handed over to the site engineer/ store at proper place.

18.0.6 Contractor shall be fully responsible for safety of his workers and incase of any accident / mishap the entire responsibility shall be on the contractor.

18.0.7 The work shall be executed without any loss / damage to the IGIMS properties

19.1 REJECTION OF DEFECTIVE MATERIAL

19.2 If on test any portion of execution of work are found to be defective or not fulfilling the intent or the meaning of the specifications, the same shall be replaced or repaired to the entire satisfaction of Engineer-in-charge, IGIMS.

19.3 In case the contractor fails to remove the defects, within a period considered reasonable, IGIMS reserves the right to take necessary remedial measures through other agencies and all expenses thus incurred would be recovered from the Contractor.

Price Bid Format Part – (B) ANNEXTURE - II			
Rate Contract for Servicing & Repairing of Ceiling Fans, Wall Fans, Exhaust Fans etc,			
In Collage / Hospital / Guest House / Other premises of IGIMS Patna-14			
Sr.no	Description of work	Unit	Quoted Rate Rs.
1	Labour Charges for checking dissembling and assembling the non operative fans/ overhauling (clause 16.1) and repairing it without the material	Each	
2	Supply and replacement of Fan bearing (SKF make only)	Each	
3	Supply and replacement of Fan copper bushing	Each	
4	Supply and replacement of Fan Condenser 2.5/3.5 MFD	Each	
5	Supply and replacement of Fan rotor shaft (in case readily not available then repairing charge by metal filling and turning on lathe)	Each	
6	Supply and replacement of miscellaneous items like Fan spring washer, screws, rubber bush and bolts, Quarter pin flexible wire piece Sweep screws etc.	Set	
7	Supply and replacement of Fan blades	Set	

8	Rewinding of burnt or defective winding of stator/ rotor of the ceiling fan, exhaust fan etc with original wire gauge, wire insulation and polarity as per specification of Original Equipment Manufacturer including the labour and cost of material. Any deviation in this specification will not be allowed. The damaged winding wire is not to be credited to IGIMS store.	Each	
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Signature and Seal of Bidder

Forwarding Letter Format

To
The Director
IGIMS Patna-14
Sub-Quotation for Part B of work.

1. Name of the application Firm:
2. Details of Bid security Deposit: DD No.- date Of Rs' 2000/- drawn on Bank
3. Name of proprietor/Partner/Director
4. Full Address of Registered : Office as given in Regn. Certificate

Telephone No. :
 FAX No. :
 E-Mail Address :

5. Full address of Operating / Branch Office:

Telephone No. :

E-Mail Address :

6. PAN/GIR No. :
 (Attach attested copy)

7. Service Tax Registration No.
 (Attach attested copy)

8. Following documents are attached herewith

- | | |
|---|----------|
| a) Technical Bid for Part (B) of work along with its documents--- | Yes/ No |
| b) Price bid for Part (b) of work in prescribed Format ----- | Yes / No |

DECLARANON

(name) resident of-Proprietor/Partner/Director of M/S -----

declare that the information mentioned in the above 1 to 8 points are true and correct.
 Further I agree to all the Terms & Conditions mentioned in the Tender.

Signature of authorized person

Name with Stamp

Place:
 Date: