

## Terms and Condition for the work

1. Tender processing fee(Nonrefundable) is mandatory to be paid through online mode i.e. Internet Payment Gateway( Credit /Debit Card) , net banking , NEFT/ RTGS

Bids along with necessary online payments must be submitted through e-Procurement portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) before the date and time specified in the NIT. The department doesn't take any responsibility for the delay/Non Submission of Tender/Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/Holidays or any other reason."

2. Cost of B.O.Q (Non-refundable) and Earnest Money Deposit (Refundable) shall be acceptable in the form of Demand Draft of any nationalized bank having branch at Patna in favour of Director IGIMS Patna payable at Patna with hard copy of technical bid being submitted in the office of the Director IGIMS Patna-14.
3. Bidders also has to submit sealed envelopes containing hardcopy of Technical bid super scribed as "Technical Bid" and Price bid super scribed as "Price Bid" in two separate envelopes , both containing in third envelope super scribed as "Bid for **Short Urgent Tender Notice No. IGIMS 01 (E) / EW / E-Tender 2020-21**". This must reach to the office of the undersigned through Registered post/ Speed post/Courier Services only on or before the last submission date and time of tender. IGIMS takes no responsibility for the delay or loss in transit of any document related to this Tender Notice.
4. IGIMS reserves the right to reject the lowest or in part any bid or all bids without assigning any reason.
5. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders on their own cost, to acquaint themselves from the nature of the work and nature of the ground and sub-soil, the form and nature of the site, the means of access to the site, the volume of work involved, 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 work tender. The bidder shall be deemed to have full knowledge of the site, nature of work etc, whether he inspects it or not. It is to note that and no extra charges for complete work etc will be paid to the contractor. Any misunderstanding or otherwise shall not be allowed.
6. The work to be awarded by this tender shall be treated as indivisible works contract.
7. IGIMS reserves the right to inspect the works intimated to have been completed by the applicant and reject any prospective application without assigning any reason.
8. The tender for the works shall remain open for acceptance for a period of 120 days from the date of opening of tenders.
9. **Completion Period-**  
The completion period for maintenance work is for 12 months from the date of the work order.
10. **Penalty:-**  
The contractor has to keep sufficient spares, consumables etc so that any breakdown period will not exceed more than 04 hours in case of minor fault and 24 hours in case of major fault by the agency from the complain time entered in complain register or informed via telephone by concerned engineer. Penalty will be leveled @ Rs 100.00 per Air conditioner per day if the contractor do not comply this for the works.
11. The bidders name, dated signature & seal should appear on each page of the Tender Document in the hard copy.
12. The bidder shall be responsible for the delivery of the equipment to site and shall include in his bid all the necessary arrangements for transport, loading and off-loading. All the necessary arrangement along with material for installation, testing and commissioning to complete the work will be contractor's responsibility. IGIMS will not accept any claims for additional costs in this regard.

13. If the contractor or his workmen or employees shall break, deface, injure, or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts, wires, etc. The contractor shall make the same good at his own expenses. IGIMS may cause the same to be made good by other workmen and deduct the expenses of which IGIMS decision is final.
14. **Safety-**  
The successful bidder shall follow the Safety Code and Model Rules for the Protection of health and sanitary arrangement for Workers.
15. The quality of all the materials to be utilized by the successful bidder must be get approved by the Engineer in charge before utilizing it.
16. 1% Labour cess will be deduced of the complete work as per prevailing Bihar state government rule.
17. **Eligibility Criteria:**
  - (a). The bidder should have successfully carried out at least one of the following in the last three years. Details should be submitted.
    - (i). Either three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender.
    - (ii). Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender
    - (iii). One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost put to tender.
  - (b). Bidder should be having all the necessary documents (as per Pre-Qualification details asked in enclosed Technical bid) like, GST, PAN, EPF, ESIC etc. He/she must enclose and upload the proofs of these document.
18. This Notice Inviting Tender (NIT) shall form a part of the contract document. The successful bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, sign the contract agreement within 15 days from the stipulated date of start of the work.
19. The rate for all items of work, shall include the cost of all labour, materials and all other inputs involved in the execution of the complete work and nothing extra on any account will be paid to the agency other than his quoted rates.
20. While installing or commissioning the contractor or his authorized representative should always be available at the site of work to take instructions from department officers and ensure proper execution of work.
21. The malba /garbage, removed from the site shall be disposed off by the contractor at any suitable place as directed by the Engineer-In-Charge.
22. All the expenses involved in delivering, unloading etc. the equipment at our site, shall be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. IGIMS will have the right to reject the component/equipment supplied, if it does not comply with the specifications at any point of installation, inspection and testing. EMD is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of the tender.
23. The contractor shall provide 3 skilled Air Conditioning Technicians and 3 unskilled Air Conditioning Technicians/helper readily available for the works to be carried out to rectify the breakdown as well as preventive maintenance work.

24. If any equipment/material or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the replacement of damaged equipment or part thereof, as the case may be, at no extra cost.
25. IGIMS shall have the sole right to assess the performance of the tendered equipment(s) /components, primary / intermediate and or final, and reject the same without assigning any reason / explanation to the bidder if the performance is found to be unsatisfactory. The decision of IGIMS will be final and binding on the contractor.
26. The quoted price will be considered firm and no price escalation will be permitted however negotiations with the lowest bidder can be done.
27. **SECURITY DEPOSIT**
- The amount of Security Money shall be 10% (Ten Percent) of the work order Value- and deduction/deposit shall be made in following manner.
- (a) Security Deposit of Five Percent, EMD (2%) and ISD (3%) of the accepted/agreed value, which has to be deposited by the contractor through D. D. payable to Director IGIMS Patna and remain with IGIMS till expiry of warranty period.
- (b) Balance 5% (Five Percent) Security Money shall be deducted from each running account bill of work done under this work order.
28. Security deposit shall be refunded after expiry of warranty period (12 months from the date of completion of work order) provided, there are no defects in work.
29. **Payment-**  
For Annual Comprehensive Maintenance of Split and Window AC unit of 1.5/2 TR Capacity, the payment will be released on quarterly basis through R.A Bills after satisfactory certificate by the Engineer in charge.
30. The quoted rate shall be complete in all respects including the cost of all materials, labour, tools & plants, machinery etc. IGIMS shall not be supplying any material, labour, plant etc.
31. The contractor has to ensure co-ordination with Institute authorities to maintain the smooth functioning / operation of existing Institute timing without disruption during the execution of work. This may require working rescheduling the normal working hours, working in restricted period etc. Nothing extra shall be payable on this account
32. In the case of any tender where unit rate of any item/ items appear unrealistic, such tender will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
33. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rates for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
34. **Technical Bid shall contain:**
- (a) Non-Refundable cost of B.O.Q. amounting to the specified work of this NIT in the form of crossed DD drawn on any nationalized bank in favor of "Director IGIMS" payable at Patna.
- (b) Refundable Earnest Money Deposit (EMD) amounting to the respective Column and work of this NIT in the form of crossed DD drawn on any Nationalized bank in favour of "Director IGIMS" payable at Patna.
- In addition to above the following documents are to be uploaded and hard copy should be submitted in the Technical bid**
- A Forwarding letter clearly indicating the documents attached therein submitted in the first cover.

- B Notarized copy of Registration of the firm/company. Notarized copy of registration of the firm/ contractor in BCD/PWD/RCD/Railway/Energy department/ or any other govt. department.
- C Notarized copy of Permanent Account Number of the tenderer issued by the Commissioner of Income Tax.
- D Notarized copy of copy of valid GST Certificate.
- E Valid electrical Contractor License in the name of the contractor or its associate,( In case of contractor's associate holds the license the contractor has to submit a Rs 1000 Non-Judiciary stamp of this subject that all electrical work will be carried out under the supervision of the Electrical license holder) issued from Govt. department.
- F Notarized copy of Annual Turnover certificate issued from the registered Chartered Accountant of last three financial Years.
- G Notarized copy of Details of works of similar type and magnitude carried out by the Contractor in Last 5 Years.
- H Notarized copy of Details of technical personnel available with contractor
- I Notarized copy of EPF/ESIC registration
- J Notarized copy of List of Tools, Plant and Machinery Immediately available with the Tenderer for use on the respective work for which prospective bidder is submitting the tender.
- K Notarized on Rs.1000 Non-Judicial stamp issued during the period of tender that it has not been blacklisted, debarred, declared non-performer or expelled by Union Govt/State Govt / PSU's during the last 5 years. In the absence of this Certificate, the Bid is liable to be rejected.

35. **Special terms and condition:**

- (a) The contractor will have to make a list of Split and Window AC unit of 1.5/2 TR Capacity which are running at the time of starting of the work and this will be covered under C.M.C. Contactor will have to maintain separate register for these ACs and logging for all the works is to be maintained for respective units on concerned pages.
- (b) Contactor will be liable for damage done inside the working place or outside the working area.
- (c) Servicing of AC units is to be scheduled and it has to be maintained as per our requirement in this tender.
- (d) All breakdown calls should be attended and rectified within 04 hour in case of minor fault and within 24 hours in case of major fault.
- (e) The contractor has to carry out a preventive maintenance, as and when required and at least 4 times in one year and one in each quarter for each AC units.
- (f) Preventive maintenance should consist of full servicing of AC i.e. proper washing of indoor unit cooling coils, indoor unit blower , fan and outdoor unit condenser coils, washing of air filter, checking of wiring connections( both internal and external), checks for refrigerant leakage, checks for any loose joints/connection of any component of AC.
- (g) Maintenance works consist of both breakdown and preventive measures. In case of failure of any component/part of the AC, the contractor shall provide the replacement for said defective components. The contractor shall also be responsible for the transportation and installation of the replacement components for said machine at the site. No extra cost will be provided for this. The replacement component/spare must be of reputed make.
- (i) The Tools required for maintenance shall have to be supplied to its workers by the contractor.
- (j) All spares and consumables items used must be brand new. On arrival of the materials or equipments at site they shall be inspected and tested by the Engineer-in-charge.

36. The contractor shall include and provide for securely protecting and packing the equipment in accordance with the best-established practices so as to protect the contents from damage during transit, storage, etc. The Contractor shall be entirely responsible for loss, damage or deterioration to the equipment occasioned by faulty, defective or insecure packing.
37. The contractor shall provide 3 skilled Air Conditioning Technicians and 3 unskilled Air Conditioning Technicians/helper readily available for the works to be carried out to rectify the breakdown as well as preventive maintenance work. Penalty as suitable and decided by Executive Electrical Engineer will be leveled if the contractor don't comply this for the works not attended within 24 hrs after intimation.
38. In respect of termination of contract, addition, alteration or modification in any of the conditions of contract, rights are reserved with the IGIMS, without assigning any reason.
39. Contractor shall provide a checklist book to its worker in which they will note down the work done daily and present it daily to be signed by the Engineer in charge.

DIRECTOR

IGIMS PATNA-14