

अखिल भारतीय आयुर्विज्ञान संस्थान /All India Institute of Medical Sciences मंगलगिरी, आंध्र प्रदेश /Mangalagiri, Andhra Pradesh Office of Superintending Engineer, Room No. 237, 2nd Floor, Library & Admin Building Email: <u>se@aiimsmangalagiri.edu.in</u>, <u>ee_electrical@aiimsmangalagiri.edu.in</u>

NOTICE INVITING TENDER

NIT No.: AIIMS MG/Engineering/Tender/2022-23/08/ Interior works at President Office and Director Office

Name of the Work	:	Construction of interior works at President Office and Director Office in 3 rd floor, Admin & Library Building, AIIMS Mangalagiri
Estimated Cost	•	Rs.29, 94,855/- (Including GST)
Earnest Money	•	Rs.59, 897/- (2% of the Estimated cost)
Performance Guarantee	:	3% of Tender Value
Security Deposit	•	2.5% of Tender Value
Time Allowed	•	60 days.

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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 CPPPortal.

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) by clicking on the link "Online bidder Enrolment" 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 II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode /eMudhra 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 DSC"s 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:

- 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 / e- mail 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.

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 "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The EMD/ Bid Security shall be deposited trough Bank Guarantee/Demand Draft drawn in favor of the Director, AIIMS Mangalagiri and the same must be delivered in original to the office of Superintending Engineer, Room No. 237, 2nd Floor, Library & Admin building, AIIMS Mangalagiri, Mangalagiri, Guntur District, Andhra Pradesh 522502 latest by the last date submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 7) 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.
- 8) The server time (which is displayed on the bidder's 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.

- 9) The documents being submitted by the bidders would be encrypted using PKI encryption all 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.
- 10) 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.
- 11) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 12) 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.
- 13) 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 number 0120-4200462, 0120- 4001002.

Institute website: http://aiimsmangalagiri.edu.in

E-tenderingPortal:<u>https://eprocure.gov.in/eprocure/app</u>

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002, 0120-4001 005, 0120-6277 787

Email Support: cpp-doe@nic.in, support-eproc@nic.in

Tender queries: <u>ee_electrical@aiimsmangalagiri.edu.in</u>

Contact no: 8317533277

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI NOTICE INVITING <u>e-TENDER</u>

(a)	Name of Work	Construction of interior works at President office and Director office in 3 rd floor, Admin & Library Building, AIIMS Mangalagiri
(b)	Tender No.	AIIMS MG/Engineering/Tender/2022-23/08/Interior works at President office and Director office
(c)	Contract Period	60 days
(d)	Estimated Cost	Rs. 29,94,855/- (Including GST)
(e)	Earnest Money Deposit	Rs. 59,897/- (2% of the Estimated cost)
(f)	Performance Guarantee	3% of Tendered value.
(g)	Security Deposit	2.5% of the Tendered Value.
(h)	Tender documents may be seen on	AIIMS web site <u>www.aiimsmangalagiri.edu.in</u> and CPPP site <u>https://eprocure.gov.in/eprocure/app</u>
(j)	Last Date &Time of Submission	05-01-2023 @ 3.30 PM
(k)	Date & Time for opening of Technical Bid	06-01-2023 @ 3.30 PM

- 1. The intending Bidder must read the Terms &conditions carefully. He/ She should only submit bid ifconsider himself/herself eligible and bidder in possession of all the documents required.
- 2. Information and Instructions for bidders posted on website shall from part of bid document.
- **3.** The Bid documents consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms &conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website<u>www.aiimsmangalagiri.edu.in</u> Or <u>https://eprocure.gov.in/eprocure/app</u>.

Superintending Engineer AIIMS, Mangalagiri.

FORM-6

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Superintending Engineer, AIIMS, Mangalagiri on behalf of Director, AIIMS, Mangalagiri invites online **Percentage Rate in Two bid system (Technical cum Eligibility & Financial)** from approved and eligible bidders registered with CPWD in appropriate class and category/ MES/ Railways/ Other Central government PSU/ Specialized Agency who fulfill the PQ criteria for the following work(s):

Sl. No.	Description	Details
(a)	NIT No.	AIIMS MG/Engineering/Tender/2022-23/08/Interior works at President office and Director office
(b)	Name of Work:	Construction of interior works at President office and Director office in 3 rd floor, Admin & Library Building, AIIMS Mangalagiri
(c)	Estimated Cost	Rs. 29,94,855/- (Including GST)
(d)	Earnest Money Deposit	Rs.59,897/-(2% of the Estimated cost)
(e)	Period of Completion	60 days
(f)	Last Date &Time of Submission	05-01-2023 @ 3.30 PM
(g)	Date & Time for opening of Technical Bid	06-01-2023 @ 3.30 PM

- **1.** The intending bidder must read the terms and conditions of Tender document carefully. Bidder may submit bid having all required documents.
- 2. Intending bidders shall have to register at CPPP portal to participate in the tendering process. For details kindly visit website http:// eprocure.gov.in/eprocure/app or in case the bidder requires any elucidation regarding the tender documents, may contact to the office of Engineering Department, AIIMS MANGALAGIRI before the opening of tender date.
- **3.** For e-tendering of this tender, downloaded from AIIMS MANGALAGIRI website and Central Public Procurement Portal (CPPP) e-Procurement website.
- 4. The intending bidders must have valid class-III digital signature to submit the bid. <u>Manual bid shall</u> <u>not beaccepted in any circumstance</u>. The complete bidding process is online bidding; Bidder should have valid digital Signature Certificate (DSC) for online submission of bids.
- **5.** The bid document consisting of the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary document can be seen and downloaded from the website http:// eprocure.gov.in/eprocure/app free of cost.

- **6.** The bid can be submitted only after uploading the mandatory scanned documents up to 100 dpi Copies of eligibility documents and EMD as specified on the e-tendering website within the period of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
- 7. Bidders must ensure to quote rate of each item. If any cell is left blank the same shall be treated as"0". Therefore, If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0"(ZERO). After submission of the bid online the contractor can re-submit revised bid any number oftimes but before last time and date of submission of bid as notified.
- 8. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- **9.** Financial bids shall be opened online only for bidders for whom EMD and other uploaded documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can log in and see the bid opening process. After opening of bid he/she will receive the competitor bid sheets.
- **10.** If the bidder is found ineligible after opening of technical cum eligibility, bid shall become invalid.
- **11.** The Bidders shall have to submit original instrument for EMD (EMD released of any work will not be accepted again if earlier submitted in any case) before the last date of opening of TECHNICAL Cum Eligibility Bid to the office of Tender Opening Authority. The bid security is to remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Bid security will be refunded to the successful bidder on receipt of a performance security. Bid securities of the unsuccessful bidders should be returned at the earliest after L1 decided by Committee of AIIMS MANGALAGIRI.
- **12.** The Technical cum Eligibility bid shall be opened first on due date and time as mentioned above. Opening of financial bids of contractors qualifying the eligibility shall be opened at a later date.
- **13.** The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
- 14. Performance Guarantee: The successful contractor will be required to furnish a Performance guarantee of 3% (Three Percent) of Tendered Value after receiving notification of award in the form of an account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India in the name of the "ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI" which shall be kept valid for a period of Six (06) months beyond completion of all the contractual obligations. The Performance Guarantee can be forfeited in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non- observance of any condition of the contract. Performance Security will be released after successful completion of work under the contract. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.
- **15.** Sources and Verification of Bank Guarantees Bank Guarantee for Bid Security (EMD), Performance Guarantee, Security Deposit should be irrevocable and operative Bank Guarantee (BG) as per format enclosed in the Bid Document and should be issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The Issuing Bank should also state the name and designation of the next Higher Authority of the Officials who have issued the Bank Guarantee. Bank guarantees submitted by the tenderers/ contractors as EMD/ performance securities need to be immediately verified from the issuing bank

before acceptance. There may not be any need to get the Bank Guarantee vetted from legal/ finance authority if it is in the specified format. Guidelines for verification of BGs submitted by the bidders/ contractors against EMD/ performance security/ advance payments and for various other purposes are as follows:

- i) BG shall be as per the prescribed formats;
- ii) The BG contains the name, designation and code number of the Bank officer(s) signing the guarantee(s);

iii) The address and other details (including telephone no.) of the controlling officer of the bank are obtained from the branch of the bank issuing the BG (this should be included in all BGs). The confirmation from the issuing branch of the bank is obtained in writing though registered post/ speed post/ courier. The bank should be advised to confirm the issuance of the BGs specifically quoting the letter of Procurement Entity on the printed official letterhead of the bank indicating address and other details (including telephone nos.) of the bank and the name, designation and code number of the officer(s) confirming the issuance of the BG; Pending receipt of confirmation as above, confirmation can also be obtained with the help of responsible officer at the field office, which is close to the issuing branch of the bank, who should personally obtain the confirmation from issuing branch of the bank and forward the confirmation report to the concerned procurement entity.

- **16.** Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general s h a l l themselves obtain all necessary i n f o r m a t i o n a s to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwiseshall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions.
- **17.** The Tender paper/documents can be seen / downloaded from Official website & submitted through Onlineor Site.
- **18.** The competent authority on behalf of the Director, AIIMS, Mangalagiri does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- **19.** Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
- **20.** The Competent Authority, The **Engineer-In-Charge**, reserves to himself the right of accepting the whole orany part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- **21.** The contractor shall not be permitted to bid for works in the AIIMS, Mangalagiri responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Executive Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the AIIMS, Mangalagiri. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- **22.** The bid for the works shall remain open for acceptance for a period of **90 days** from the date of opening of bids.

23. This notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of "The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, GCC, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

24. Eligibility of Bidder

- 1. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
 - **a.** Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of the month previous to the one in which tenders are invited for submission of bids.
 - i. One similar work each costing not less than 23.95 Lakhs.
 - ii. Two similar works each costing not less than **17.96 Lakhs**.
 - iii. Three similar works each costing not less than 11.97 Lakhs
 - iv. Similar work means "Construction of interior works". The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of submission of bids.
 - b. Certificate of Financial Turn over should have had average annual financial turnover of 8.98 Lakhs during last three financial years. At the time of submission of bid contractor may upload Affidavit/ Certificate from C.A.mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.

Contractual Performance in Other Departments:

Letter of past contractual performance to be submitted by bidder as per Proforma -VII

25. Signing of bid document:

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

- 26. In the bid documents the word / sentence shall be read as under: -
 - (i) President of India Director, AIIMS, Mangalagiri
 - (ii) The terms Director General includes CPM/ADG region/ SDG PR Special Director General / Additional Director General and CPM/ Chief Engineer of the Zone - Director/Superintending Engineer/Executive Engineer, AIIMS, Mangalagiri.
 - (iii) CPWD-AIIMS MANGALAGIRI.
- **27.** Any dispute or difference arising out of this contract or in connection therewith which cannot be amicably settled between the parties shall be finally settled under the rules of council of Arbitration of India by one or more arbitrator appointed in accordance with the said rules. The arbitration shall take place at Vijayawada/Guntur (Andhra Pradesh) and the resulting award shall be final and binding uponthe parties and shall be in lieu of any other remedy.

List of Mandatory Documents to be filled in by the bidders in various forms to be scanned and uploaded within the period of bid submission

1	Contractor Enlistment Order/ Registration in concerned department as specified in the NIT
2	Scanned Copy of EMD (Original to be submitted in the office of Superintending Engineer, Room No. 237, 2nd Floor, Library & Admin Building, AIIMS Mangalagiri, Guntur, Andhra Pradesh - 522502 before the date of opening)
3	Letter of transmittal (Annexure-A)
4	Vendor Details as per (Annexure-B)
5	Structure & Organization (Annexure-C)
6	Declaration by Bidder (Annexure-D)
7	Acknowledgement & Acceptance Letter (Annexure-F)
8	Consent Letter (Annexure-G)
9	GST Registration Certificate
10	Proof of Average Annual Financial Turnover on construction works should be at least 30% of the estimated cost put to tender during the immediate last three consecutive financial years (Proforma III)
11	Details of the Similar Works Completed in Last Seven Years (Proforma IV)
12	Details of On-Going and Existing Works (Proforma VI)
13	Affidavit on non-judicial paper of Rs. 50/- duly attested by Notary/ Magistrate for PAST CONTRACTUAL PERFORMANCE (Proforma VII)

Superintending Engineer AIIMS, Mangalagiri

(Annexure-A)

LETTER OF TRANSMITTAL

From:

То

The Superintending Engineer, AIIMS, Mangalagiri (A.P.)

Subject: Submission of bids for the work of **Construction of interior works at President office** and Director office in 3rd floor, Admin & Library Building, AIIMS Mangalagiri Sir,

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

- **1.** I/we hereby certify that all the statements made and information supplied in the enclosed forms Ato G and accompanying statement are true and correct.
- 2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- **3.** I/we authorize Engineer-In-Charge or his representative to approach individuals, employers, firms and corporation to verify our competence and general reputation.

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

Enclosures:

Signature(s) of Bidder(s) Date of submission:

Seal of bidder

(Annexure-B)

FORM FOR DETAILED INFORMATION BY BIDDER (Vendor Details)

1.	Name of the Bidder	
2.	Permanent Account No (PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Account Number	
	c) Name of the Branch	
	d) Branch Code	
	e) Address	
	f) City Name	
	g) Telephone No	
4.	Legal status of the bidder (attach copies of original document defining the legal status)	
	a) An Individual	
	b)A proprietary firm	
	c)A firm in partnership	
	d) A limited company or Corporation	
5.	GST Registration Certificate No	
6.	Valid Email ID of the Bidder	
7.	Complete Postal Address of the bidder	

(Annexure-C)

STRUCTURE & ORGANISATION

1. (a) Name

(b) Address of the bidder

2. (a)Telephone no.

- (b) Telex no.
- (c) Fax no.

(d) E-mail

3. Legal status of the bidder (attach copies of original document defining the legal status)

- (a) An Individual
- (b) A proprietary firm
- (c) A firm in partnership
- (d) A limited company or Corporation

4. Particulars of registration with various Government Bodies if any (attach attested photocopy)

Organization/Place of registration

Registration No.

- 1.
- 2.
- 3.

4. Names and titles of Directors & Officers with designation to be concerned with this work.

Signature of Bidder(s) with Seal

(Annexure-D)

DECLARATION

It is to certify that:

- 1) I/We agree with the terms and conditions of it and understood that it will form part of the agreement.
- 2) I hereby certify that none of my relative(s) are employed in AIIMS MANGALAGIRI, Andhra Pradesh. In case at any stage, it is found that the information given by me is false/incorrect, AIIMS shall have the absolute right to take any action as deemed fit without any prior intimation to me".
- 3) I/We undertake and confirm that eligible Work(s) has/have not been got executed through another contractor on back to back basis. Further, it is stated that, if such a violation comes to the notice of Department, then I/We shall be debarred for bidding in AIIMS in future forever. Also, if such a violation comes to the notice of AIIMS, Mangalagiri before date of start of work, the Engineer-In-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.
- 4) I / We have signed (with stamp) uploaded documents of the tender before submitting the same.
- 5) All the information and documents given/ uploaded for bids are true.
- 6) I / We have submitted the original EMD.
- 7) I/We have provided our e-Mail id for any communication in this regard.
- 8) I have read carefully & understood the important instructions to the all bidders.

Date.....

E-Mail:_____

Contractor

(Sign with Seal)

(Annexure-E)

INTEGRITY PACT

To,

Sub: NIT No. AIIMS MG/Engineering/Tender/2022-23/08/Interior works at President office and Director office for the work of "Construction of interior works at President office and Director office in 3rd floor, Admin & Library Building, AIIMS Mangalagiri"

Dear Sir,

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

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

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

Yours faithfully,

Superintending Engineer AIIMS, Mangalagiri

(Annexure-F)

ACKNOWLEDGEMENT AND ACCEPTANCE LETTER

To,

The Superintending Engineer AIIMS MANGALAGIRI

Sub: Submission of Tender for the work "Construction of interior works at President Office and Director Office in 3rd floor, Admin & Library Building, AIIMS Mangalagiri"

Dear Sir,

I / We agree that the Notice Inviting e-Tender is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by AIIMS MANGALAGIRI. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours Faithfully

(Duly authorized signatory of the Bidder)

CONSENT LETTER

"Construction of interior works at President Office and Director Office in 3rd floor, Admin & Library Building, AIIMS Mangalagiri"

I/We hereby give my/ our consent to work as contractor till the completion of work and I/we will be responsible for execution of work only by skilled persons in the field of **related work** as per satisfaction of Engineer-In-Charge.

I/We have experience to technically execute, take measurements and will produce computerized measurement sheets of work before covering hidden work / job and other exposed works in time as per clause 6 otherwise measurement will be recorded by the representative of Engineer-In-Charge which will be bound to me. Final measurement with bill will be produced by me/us within one month after completion date otherwise representative of Engineer-In-Charge will prepare the same which will be acceptable and bound to me/us and no any claim in this regard will be made by me/us.

I/We will provide all invoices and related test certificates of materials as required by Engineer-In-Charge. All Analysis of rates for Extra, Deviation items etc. will be produced by me/us in consultation with representative of Engineer-In- Charge on time for getting approval from Competent Authority of AIIMS Mangalagiri before execution of work or otherwise the same will be prepared by the department and will be bound to me/us.

I/we will also engage suitable and skill Engineer(s) for the work as per condition of work. I further certify that the above particulars pertaining to me are correct.

I/We will produce all uploaded documents in original for physical verification before issue of Letter of Acceptance or / and as demanded by Engineer-In Charge before the payment.

I/We will submit "No Claim Certificate" in the approved format in company letter head after receiving final bill payment.

Signature of contractor with seal

PROFORMA-III

Date:

ANNUAL TURNOVER FOR THE LAST THREE YEARS

S. No.	FINANCIAL YEAR	Annual Turnover from Construction Works (Rs. in Lacs)	Remarks
1	2019-20		
2	2020-21		
3	2021-22		

Note: The bidder shall submit the attested copies of the audited balance sheets along with Profit and Loss statements and Auditors report and schedules duly certified by the bidder and Chartered Accountant. Certificate from the Chartered Accountant, wherever the Annual Turnover is certified for the relevant financial year in which the minimum criteria of Annual Turnover is satisfied should also be submitted.

PROFORMA-IV

DETAILS OF THE SIMILAR WORKS COMPLETED IN LAST SEVEN YEARS

S. No	Description of the Work With Contract No./Work Order No.	Department in which work carried out	award	-	Date of actual completion	Value of completed work (Rs. In Lacs)	for	Any other relevant information

Note:

The Bidder shall submit the attested Copies of the Completion Certificates from the Client i.e. Department(s) of Govt./Semi Govt./PSU/Autonomous Bodies of Govt.

PROFORMA-VI

DETAILS OF ON-GOING/EXISTING WORKS

S.No	Description of The Work with Contract No./ Work Order No.	Department in which work is awarded	award	Stipulated date of completion	Value of work as per order (Rs. in lacs)	work	date of Completion	Any other relevant information

Note: The copies of Work Orders of ongoing-awarded works issued by the Client i.e. Department(s) of Govt./Semi Govt./PSU/Autonomous Bodies of Govt. shall be attached

PROFORMA – VII

PAST CONTRACTUAL PERFORMANCE

(Affidavit on non-judicial stamp paper of Rs.50/- duly attested by Notary/Magistrate)

This is to certify that We, M/s_____[Name of the Bidder with address], in submission of the Bid "(Name of the Work and NIT No."):

- i) Have not made any misleading or false representation in the forms, statements and attachments inproof of the qualification requirements;
- ii) Do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.;
- iii) Have never been banned by any Central/State Govt. Departments/Public Sector Undertakings orEnterprises or Autonomous Bodies of Central/State Govt ;
- iv) Have submitted all the supporting documents and furnished the relevant details as per the prescribedformat.; and
- v) Have submitted all the information and the requisite documents with the Bid and further certify thatwe are fully responsible for the correctness of the information and documents submitted by us.

SEAL AND SIGNATURE OF THE BIDDER

Note: Exceptions of the above, if any, shall be clearly mentioned with details by the bidder for evaluation/consideration if any.

<u>To be signed by the bidder and same signatory competent / authorized to sign the</u> <u>relevant contract on behalf of AIIMS MANGALAGIRI</u>.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this...... day of 2022

BETWEEN

AIIMS MANGALAGIRI through Superintending Engineer,....., (Name of Division) AIIMS,Mangalagiri....., (Hereinafter referred as the (Address of Division) 'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company) through

.....(hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the e-Tender (NIT No. AIIMS MG/Engineering/Tender/2022-23/08/Interior works at President office and Director office) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Construction of interior works at President office and Director office in 3rd floor, Admin & Library Building, AIIMS Mangalagiri" "Hereinafter referred to as the "Contract".

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

ARTICLE 1: COMMITMENT OF THE PRINCIPAL / OWNER

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

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to

all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (d) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

ARTICLE 2: COMMITMENT OF THE BIDDER (S) / CONTRACTOR (S)

- 1) It is required that each Bidder /Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the 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 whatsoever during the Tender process or during the execution of the Contract.

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.

- b) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contract(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.
- c) 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.
- d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract

- 3) The Bidder(s) / Contractor(s) will not instigate third persons to 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 advantageby 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 befall upon a person, his / her reputation or property to influence their participation in the tendering process).

ARTICLE 3: CONSEQUENCES OF BREACH

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

- 1) If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to qualify 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.
- 2) Forfeiture of EMD / Performance Guarantee / Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, PerformanceGuarantee and Security Deposit of the Bidder / Contractor.

3) Criminal Liability:

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

ARTICLE 4: PREVIOUS TRANSGRESSION

- The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

ARTICLE 5: EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS/SUBCONTRACTORS

- 1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders andContractors.
- 3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

ARTICLE 6- DURATION OF THE PACT

This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the CompetentAuthority, AIIMS MANGALAGIRI.

ARTICLE 7- OTHER PROVISIONS

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal / Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

ARTICLE 8 LEGAL AND PRIOR RIGHTS

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

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date firstabove mentioned in the presence of following witnesses: (For and on behalf of Principal/ Owner)

(Forand on behalf of Bidder/ Contractor)

WITNESSES:

1(Signature, name and address)

2(Signature, name and address)

Place:-

Dated:

CPWD 7/8

ALL INDIA INSTITUTE OF MEDICAL SCIENCE MANGALAGIRI Percentage Rate Tender/ Contract for Works

Tender for the work of: "Construction of interior works at President Office and Director Office in 3rd floor, Admin & Library Building, AIIMS Mangalagiri" e- T E N D E R

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

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

I/We agree to keep the tender open for **Ninety (90) days** from the due date of opening of financial bid and not to make any modification in its terms and conditions.

A sum of **Rs.59,897/-** is hereby forwarded in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank as earnest money. A copy of the earnest money in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank / Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank is submitted with tender. If I/We, fail to furnish the prescribed performance guarantee within prescribed tender, I/we agree that the Director, AIIMS Mangalagiri shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director, AIIMS Mangalagiri shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the General Conditions of Contracts (CPWD). Further, I/we agree that in case of forfeiture of earnest money or performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in AIIMS MANGALAGIRI in future for period as per decision of Engineer-in-Charge. Also, if such a violation comes to the notice of Department before date of start of work, The Engineer – in – Charge shall be free to forfeit the entire amount of Earnest Money Deposited / Performance Guarantee.

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

Dated #	Signature of Contractor# Postal Address#
Witness: # Address: #	e-Mail id#
Occupation: # applicable	# To be filled in by the contractor/witness as

ACCEPTANCE

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of the AIIMS MANGALAGIRI for a sum of _____*_

(Rupees_____*____)

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

a)	*=

b) _____

c) _____

For & on behalf of the AIIMS MANGALAGIRI.

Signature.....

Dated

Designation.....

A. GENERAL CONDITIONS

- 1. Name of Work: "Construction of interior works at President Office and Director Office in 3rd floor, Admin & Library Building, AIIMS Mangalagiri"
- 2. The work shall be carried out as per CPWD specification 2019 Vol-I & II with upto date correction slips. For the items which are not covered under CPWD Specifications; B.I.S. specifications shall apply. In this regard the decision of Engineer-in- charge shall be final.
- 3. Wherever any reference is made of any Indian Standard, it shall be taken as reference to the latest edition with all amendments/ revision issued thereto up to the date of receipt of tenders.
- 4. Unless otherwise specified, the agreement rates for all items of work of the schedule of quantities are for all heights, depths, leads and lifts involved in the execution of work.
- 5. Other agencies working at site will also simultaneously execute the work entrusted to them and the contractor shall offer necessary co-operation wherever required to other agencies.
- 6. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contactor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for whichnothing extra shell be paid.
- 7. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, Labour Laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
- 8. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall not be allowed to erect any temporary set up for staff in thecampus.
- 9. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.
- 10. All required register will be issued by Engineer-in-Charge/Executive Engineer duly marked in chronological order but the contractor will have to arrange all such registers/stationery etc. Nothing extra shall be paid on this account.
- 11. The contractor shall have registration with Employee's Provident Fund commissioner and Employee's state Insurance Corporation for safe guarding interest of his workmen. He shall obtain all other necessary approvals from statutory bodies as per law in vogue.
- 12. All T&P, scaffoldings, ladders/Hydra etc., instruments/meters for maintenance, consumable and Contingent Articles required for execution of the work shall be arranged by the contractor.
- 13. The contractor shall make all safety arrangement required for the labour engaged by him athis own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. The department shall not be responsible for anymishap, injury, accident or death of the contractor's staff. No claim in this regard shall be entertained / accepted by the department. Also Contractor is responsible to the damage caused to any man/material other that his team during execution and AIIMS will not be responsible for that.
- 14. Contractor shall be fully responsible for any damages caused to govt. property or allotter "sproperty by his or his labor in carrying out the work and shall be rectified by the contractorat his own cost.
- 15. GST and other Taxes as applicable shall be recovered/ paid from the contractor"s bill as per Govt. of India/AIIMS Rules.
- 16. Chases, holes & drilling works etc. shall be done using power operated tools in the cost of contract. No extra will be paid for the same.
- 17. The agency shall restore back the premises and other articles provided by the department to the department at the time of closure of the contract.
- 18. In the case of discrepancy between the schedule of quantities, the Specifications and/or the Drawings, the following order of preference shall be observed :-
 - (a) Description of schedule of quantities.
 - (b) Additional specifications and special conditions, if any.

- (c) Contract clauses of General conditions of contract for Central P.W.D. works.
- (d) CPWD specifications.
- (e) Architectural drawings.

(f) Indian standards specifications/ BIS. (vii) Sound engineering practice. Any reference made to any Indian standards specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureauof Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

- 19. The contractor and /or his authorized agent should see the site order book every day and get the compliance of instruction given by the JE/AE/Engineer-in-charge (E-I/C) as per time schedule.
- 20. The contractor will not pitch up tents for laborers, materials and his stores etc.
- 21. No permanently / temporary huts / structures shall be constructed by the contractor at the site of work or at any government land / premises. Such structures, if any, found at the site or at AIIMS, Mangalagiri land shall be demolished and removed at the cost of the agency without any notice.
- 22. Any damage to the building structure, fittings or any other articles etc. done by the contractor or his workman during the execution of the work shall be made good by the contractor at his own cost.
- 23. The contractor shall clear the site properly after the completion of the work.
- 24. The Agency shall be solely responsible for compliance to the provisions of various Labor and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESIetc. relating to personnel deployed by it at AIIMS, Mangalagiri site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by AIIMS, Mangalagiri for whatever reason. The Agency shall also be responsible

For the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with their re-enactments / amendments / modificationsetc.

- The Payment of Wages Act 1936.
- The Employees Provident Fund & MP Act, 1952.
- The Contract Labor (Regulation) Act, 1970.
- The Payment of Bonus Act, 1965.
- The Payment of Gratuity Act, 1972.
- The Employees State Insurance Act, 1948.
- The Employment of Children Act, 1938.
- The Motor Vehicle Act, 1988.
- Minimum Wages Act, 1948.
- 25. **Breach of Terms and Conditions:** Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the rightto reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Mangalagiri in that event the EMD and /or Performance Guarantee and/or security deposit shall also stands forfeited.
- 26. **Termination of Contract:** AIIMS, would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, rules & regulations, or if there is any lapse in compliance of any labor legislation, or if there is any incident of indiscipline on the part of the bidder or his staff and the agreement may be terminated by either party by giving one month's notice to the institution. The decision of AIIMS, 's management in this regard would be final and binding on the bidder. In such an event, AIIMS, shall have the right to engage any other bidder to carry out the task.
- 27. **Arbitration:** The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at . The decision of the Arbitrator shall be final and binding on the both parties.

- 28. Dispute Settlement: It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, Mangalagiri whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment madefrom time to time concerning such commercial dealings/ processing.
- 29. Guidelines issued by Hon'ble National Green Tribunal in O.A. No. 21 of 2015 and O.A. No. 95 of 2014 in the matter of Vardhaman Kaushik Vs. Union of India & other and Sanjay KulshreshthaVs Union of India & ors: Air Pollution of Dust from Construction and Demolition activity reg. issued vide letter No. DPCC/EIA/Ref-001 to 172/NGT- 21/2015/225-408 dt. 17/04/2015 shall be complied by the Bidders.

<u>B.</u> GENERAL CONDITIONS FOR SUPPLY OF MATERIAL

- 1. The material shall be as per CPWD specifications with up to date correction slip and BIS Specifications wherever mentioned and as per List of approved makes (enclosed).
- 2. In the event of any variation between CPWD specifications and that in the IS Code the former shall take precedent over the later. In the event of variation between he nomenclature of item as per schedule of quantities and specifications, the former shall prevail.
- 3. The sample of all the items shall have to be got approved by the Contractor from the Engineer- in-Charge/SUPERINTENDING Engineer or his Representative before the supply commences, the approval of sample shall be only in respect of workmanship and finish, and shall be without prejudice to the right of Engineer-in-Charge to get random samples tested out of the actual lot received as per additional conditions. This decision is the Prerogative of Engineer-in-Charge.
- 4. The contractor shall if required furnish the manufacturer's certificate that the material supplied satisfy therequirements of the relevant specifications.
- 5. The Engineer-in-Charge shall be at liberty to test respective sample (s) of each item of schedule of quantity in any approved laboratory as decided by him. The sample for testing shall be provided by the contractor. If the test proves satisfactory and the material is accepted, the testing charge in respect of satisfactory test shall be borne by the **contractor**.

All other expenditure required to be incurred for making available the sample, conveyance and packing etc., shall be borne by the contractor himself. In case any sample of particular lot fails in testing the contractor shall be bound to replace the entire lot with fresh material of prescribed specifications and the rejected lot shall only be returned to the contractor after fresh lot is supplied. Testing charges in respect offailed sample will be borne by the contractor himself.

- 6. Rejected materials shall have to be removed by the contractor at his own cost within a week of the instructions of doing so. Also go down rent as decided by Engineer-in-Charge shall be charged by the department.
- 7. In case of any dispute regarding rejection of quantity of materials the decision of Engineer-in-Charge shall be final and binding upon the contractor.
- 8. Conditional tenders are liable to be summarily rejected.
- 9. The rates shall be quoted only in the schedule of quantities attached with the tender and nowhere else i.e. letter heads etc.

- 10. The contractors are specifically required to quote only one rate against each item. The rate Quoted forany item of material shall conform to the prescribed specifications.
- 11. The quantities are approximate and are liable to change up to any extent on either side. The Engineer- in- Charge reserves right to order deviation from the quantities mentioned in the tender. The contractor shall supply the additional quantity on the rates quoted in the tender documents irrespective of deviation limit mentioned elsewhere in the agreement. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derive from the execution of supply in full as mentioned in tender but which did not derive any consequence of the full supply of material mentioned in tender not having been ordered. It is not necessary to use all items in the BOQ/Schedule during contract Period. The use shall be based on the requirement at Site. Contractor

cannot claim Payment against Storage of items to maintain the deadline of completion of work as per Tender.

- 12. The maker of material shall be same as that of actually installed/fixed at site. But, in case of nonavailability or due to any reason, Engineer-in-Charge can take decision to install equivalent/new items available in the BOQ/Schedule. In case of any dispute the decision of Engineer-in-Charge shall be final with regards to make/brand of material.
- 13. For materials used in this work, the record shall be maintained at site in a standard Performa to watch quality and consumption of the material.
- 14. **RATES:** The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Engineer in charge, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.

The rates quoted by the bidder, shall be firm and inclusive of all taxes and levies.

No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement & other storage, fabrication yard, site laboratory, water tank etc.

For completing the work in time, the Contractor might be required to work in two or more shifts (including

night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

All material shall only be brought at site as per program finalized with the Engineer-in- Charge. Any predelivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

- 15. CLEANLINESS OF SITE: The Contractor shall not stack building material / malba / muck/ rubbish on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-Charge, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material / malba as stated above, the Contractor shall be liable to pay the stacking charges / penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer –in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.
- 16. **INSPECTION OF WORK:** In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the Engineer-In-Charge, AIIMS MANGALAGIRI and other senior officers of AIIMS MANGALAGIRI and his authorized representative. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer- in-Charge or other officers as stated above to visit the works shall have been given to the Contractor, either himself be present to receive the orders and instructions or have a responsible Site Engineer duly accredited in writing, to be present for that purpose Senior Officers of AIIMS MANGALAGIRI Authorities shall also be inspecting the on-going work at site at any time with or without prior intimation.
- 17. **CO-OPERATION WITH OTHER CONTRACTORS/SPECIALIZED AGENCIES/SUB-CONTRACTORS:** The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipment's for execution of the work, so as to cause minimum environmental pollution of any kind during construction. Further, the Contractor shall take all precautions to abide by the environmental related restrictions imposed by Pollution control board.

Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non-availability of construction machinery spare parts and any other constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Tenderers are advised to visit site and get first-hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

The Contractor shall cooperate with and provide the facilities to the sub-Contractors and other agencies working at site for smooth execution of the work. The contractor shall indemnify STC, BSF, authorities.

Against any claim(s) arising out of such disputes. The Contractor shall:

- (i) Allow use of scaffolding, toilets, sheds etc.
- (ii) Properly co-ordinate their work with the work of other Contractors.
- (iii) Provide control lines and benchmarks to his Sub-Contractors and the other Contractors.

- (iv) Provide electricity and water at mutually agreed rates.
- (v) Provide hoist and crane facilities for lifting material at mutually agreed rates.
- (vi) Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.
- (vii) Adjust work schedule and site activities in consultation with the Engineer-in- Charge and other Contractors to suit the overall schedule completion.
- (viii) Resolve the disputes with other Contractors/ sub-contractors amicably and the Engineer-in- Charge shall not be made intermediary or arbitrator.

The work should be planned in a systematic manner so as to ensure proper co-ordination of various disciplines viz. sanitary & water supply, drainage, rain water harvesting, electrical, firefighting, information technology, communication & electronics and any other services.

Other agencies will also simultaneously execute and install the works of sub-station / generating sets, airconditioning, lifts, etc. for the work and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be supplied free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.

The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in- Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and in a proper co-ordinate manner and shall perform it in proper sequence to the complete satisfaction of others.

18. SAFETY MEASURES AT CONSTRUCTION SITE:

In order to ensure safe construction, following shall be adhered for strict compliance at the site:-

- (i) The work site shall be properly barricaded.
- (ii) Adequate signage's indicating "Work in Progress Inconvenience caused is Regretted" or Diversion Signs shall be put on the sites conspicuously visible to the public even during night hours. These are extremely essential where works are carried out at public places in use by the public.
- (iii) The construction malba at site shall be regularly removed on daily basis.
- (iv) All field officials and the workers must be provided with safety helmets, safety shoes and safety belts.
- (v) Proper MS pipe scaffoldings with work platforms and easy-access ladders shall be provided at site to avoid accidents.

Necessary First-Aid kit shall be available at the site.

The above provisions shall be followed in addition to the provisions of General Condition of Contract.

19. WORK EXECUTION:

Specialized Works: Specialized works/items/jobs are those works that requires expertise/ specialized skill and are executed after prequalification of agencies. They require special T&P and/or specialized skill.

Specialized works to be executed through-specialized agencies

Specialized works are those works for which there are specialized agencies available in the market to execute them. These works are listed in NIT. These works should be got executed through such agencies only to ensure a proper quality of work.

Agencies acceptable to the department in a tender where there are components of such specialized nature of works and such works should be got executed only through associated agencies specialized in these fields. The contractor shall indicate the name(s) and address with experience certificates of his associated specialized agencies those fulfilling the above conditions as early as possible and within one month of award of work.

Agencies engaged by the main contractor are required to fulfill the laid down criteria. In case the main contractor himself meets the required eligibility criteria as laid down by the Department for specialized work, he is allowed to execute the same after due verification etc. The main contractor gives detailed execution programme of the work which forms part of his agreement with the department. He indicates in the programme, the time/stage of the work when the agencies of specialized components of works will be deployed by him. The main contractor enters into MOU with agencies associated by him for execution of specialized component as per conditions laid by Engineer-In-Charge.

The specialized firms satisfies the following eligibility criteria: Experience of having successfully completed works during last seven years ending on previous day of last day of submission of tender Three similar works each of value not less than 40% of the estimated cost put to tender. OR Two similar works each of value not less than 60% of the estimated cost put to tender. OR One similar work of value not less than 80% of the estimated cost put to tender. All amounts rounded off to a nearest convenient figure.

The main contractor has to associate agencies for specialized component(s) conforming to eligibility criteria and has to submit detail of such agency(s) to Engineer-in-charge of relevant component(s).within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of relevant component(s).

In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of relevant specialized component(s).

The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer- in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

The main contractor has to enter into MoU with agency(s) associated by him. Copy of such MoU shall be submitted to Engineer- in-charge of each relevant component. In case of change of associate contractor, the main agency(s) has to enter into MoU/agreement with the new contractor associated by him.

In the case of discrepancy between the Schedule of Quantities, the Specifications and/ or the drawings, the following order of preference shall be observed:-

- (i) Description of Schedule of Quantities.
- (ii) Particular Specification and Special condition, if any.
- (iii) Drawings.
- (iv) C.P.W.D. Specifications.
- (v) Indian Standard Specifications of B.I.S

Superintending Engineer AIIMS, Mangalagiri

FORM OF EARNEST MONEY DEPOSIT

(Bank Guarantee Bond)

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

(2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR

(b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his 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 contractor or as it may be extended by the Engineer-in- Charge, 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 last date of receipt of tender.

FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalized Bank or Scheduled Bank)

To Superintending Engineer, AIIMS MANGALAGIRI.

Dear Sir,

In consideration of the AIIMS MANGALAGIRI, having offered to except the terms and conditions of theproposed agreement between...... & M/S______(hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of

	<u>Contract</u>	No_in	terms	inter	alia,	of	the
Letter No	dated		_and th	e Gene	ral Con	ditior	ıs of
Contract and upon the condition of the Contractor's	s furnishing	Securit	ty for	the per	rforman	ce of	the
Contractor's obligations and discharge of the Contract	or's liability	under	and in	connec	ction		
with the said Contract upto a sum of Rs.	(Rupees						
only) amounting to	per	cent of	the tota	l Contr	act valu	e.	

1.	We,	(hereinafter
	called `The Bank' which expression shall include its successors and assign	nees) hereby jointly and
	severally undertake to guarantee the payment to the Employer in rupees	forthwith on demand in
	writing and without protest or demur or any and all moneys payable by the Co	ntractor to the Employer
	in respect of or in connection with the said Contract inclusive of all the Employ	yer's losses and damages
	and costs, (inclusive between attorney and client) charges and expenses and e	other moneys payable in
	respect of the above as specified in any notice of demand made by the Empl	loyer to the Bank with
	reference to this guarantee upto an aggregate limit of Rs.	(Rupees
		only).

- 2. We_Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by orthat may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall befinal and binding on us.
- 3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from

enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employerhereunder or prejudice the rights of the Employer against the bank.

- 4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
- 5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
- 6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
- 7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising up to and until midnight of.
- 8. This guarantee is valid till_(date to be mentioned) (Sixty days beyond thestipulated date of completion or the extended period, thereof)
- 9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
- 10. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
- 11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
- 12. We_the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/orthat any dispute is being referred to arbitration.

13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs.______(Rupees______) and this guarantee shall remain in force till______and unless a claim is made on us within 3 months from that date, that is before______all the claims under this guarantee shall be forfeited and weshall be relieved of and discharged from our liabilities there under.

Dated day of 20

For and on behalf of Bank.

Issued under seal

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

(PART - I)

- 1. Name of contractor
- 2. Name of work as given in the agreement
- 3. Agreement no.
- 4. Estimated amount put tender
- 5. Date of commencement of work as per agreement
- 6. Period allowed for completion of work as per agreement
- 7. Date of completion stipulated in agreement
- 8. Period for which extension of time has been given previously:

	SE"s letter no. and date	Extension grant	
		Months	Days
(a) 1st extension			
(b) 2nd extension			
(c) 3rd extension			
d) 4th extension			
(e) Total extension previously given			

- 9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
- 10. Period for which extension if applied for
- 11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

Serial	Nature of	Date of	Period for	Period for	Overlapping	Net	
no	hindrance	occurrence	which it is	which	period if any,	extension	Remarks, if
			likely to	extension	with	applied for	any
			last	required for	reference to		
				this	item.		
				particular			
				hindrance			
a	b	с	d	e	f	g	h

Total period on account of hindrances mentioned above...... Months Days

- 12. Extension of time required for extra work.
- 13. Details of extra work and the amount involved:
 - a. Total value of extra work
 - b. Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
- 14. Total extension of time required for 11 & 12

Submitted to the Sub Divisional Officer

FORM OF APPLICATION OF THE CONTRACTOR FOR SEEKING RESCHEDULING OF THE MILESTONES

1. Name of contractor

2. Name of work as given in the agreement

3. Agreement no.

4. Estimated amount put tender

5. Date of commencement of work as per agreement

6. Period allowed for completion of work as per agreement

7. Date of completion stipulated in agreement

8. Rescheduling of milestones done previously

Milestone No. Already SE Rescheduled	E's Letter No. and Date	Rescheduling	g Of Milestones Done
		Original Date	Rescheduled Date
(A) 1st Milestone			
(B) 2nd Milestone			

Rescheduling of milestone applied for

Milestone No. For	Original/	Details And Period	Comments of	Proposed
Which	Rescheduled Date	of Hindrances	SUPERINTENDING	Rescheduled Date
Rescheduling is			Engineer	of
Applied				
(A) 1st				
Milestone				
(B) 2nd				
Milestone				

Submitted to the Sub Divisional Officer

Signature of Contractor

Dated

NO CLAIM CERTIFICATE

(On company letterhead)

To,

The Superintending Engineer, AIIMS Mangalagiri

Name of Work-

Agreement No. -

Sub: No claim declaration / certificate

We have received the sum of Rs. (Rupees

only) in full and final settlement of all the payments due to us for the above stated work under the above mentioned contract agreement, between us and AIIMS, . We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us andreceived by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor

or Officer authorized to sign the contract documents on behalf

of the contractor

(Company stamp) Date:

.....

Place:

APPROVED MATERIALS LIST (CIVIL)

Note:

- i. Unless otherwise specified, the brand/make of the material as specified in the item nomenclature or in the particular specifications or in the list of approved materials attached in the tender, shall be used in the work.
- ii. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material/ Brand/ Make.
- iii. Whenever the specified brand of material is not available then, the Engineer-in-charge may approve any material equivalent to that specified subject to proof being offered by the Contractor for its equivalence and its non-availability to his satisfaction.

1.	Premium Acrylic Emulsion Paint:	Asian (Royale)/ ICI (Velvet)/ Berger (Luxol Silk)/
	Interior	Nerolac Impression
2.	Aluminum Composite Panel	Alpolic/ Aluco Bond/ Reynobond/ Euro bond/ Al- strong/Aludewr
3.	Aluminum Extrusions/ Sections	TATA/Hindalco/ Indalco/ Jindal/Indian Aluminum Co.
4.	Door closer/ floor springs	Godrej/Dorma/Haffle/Falcon/Dorset/Kich/Sandhu/Hardwyn
5.	EPDM Gasket	Anand Lescuyer or equivalent.
6.	Epoxy Primer & Paints	Berger/Pidilite/CICO/BASF/SIKA/Asian/Nerolac/ICI Kansai Akzo Nobel.
7.	Fiber Glass Shelf	Kamal/ Bath King or equivalent.
8.	Flush Doors / Shutters as per IS: 2202	Kutty flush door/ Anchor/ Century/ Kitlam/Archid/JAYNA/Ashiyana Brand by Evergreen Industries/ Bhimsaria Door/ Century/ Greenply/ Archid/ Kitply/ Selected Products Company/JainDoors pvt. ltd./Duro/Durian
9.	FRP Shutters/frame	Fibre Glass Engineers/ / Aashoo Model or equivalent/JAYNA/ Selected Products Company.
10.	False Ceiling system	Boral Gypsum / India Gypsum / Laffarge / St.Gobain(Gyproc) / Armstrong/Hunter Dougals/Aearolite/Gridsquare/Interarch
11.	Laminate	Marino/ Greenlam/ Decolam/ Century/ Formica/Kitlam/Action TESA/Sunmica/Durian
12.	Melamine Polish	Melamine Gold of Asian Paint/Wudfinof pidilite/Timbertone of ICI Dullex/ Beegel.
13.	Metal False Ceiling	Nittobo / Armstrong / Trac / Durlum /Huntordonglas/Aerolite
14.	Mineral Fiber/Calcium silicate Ceiling	Armstrong / Nitobo / Daiken / Hunter Douglas/Aerolite
15.	Marine Plywood / BWP Ply	Kitply / Duro / Century/ Greenlam/ Durian
16.	Plywood/Veneer	Archid/ Kitply/ Green ply/ Century/JAYNA/Green Ply/Merino/Duro/Durian
17.	Screws	GKW / Nettle Fold or equivalent.
18.	Silicon Sealant	G.E./ DOW Corning/Waker/BASF/Pidilite/ROFF
19.	Stainless Steel	Jindal Stainless Steel/ Salem Steel
20.	Stainless Steel Screws	Kundan/ Arrow or equivalent.
21.	Structural Silicon Sealant	Dow Corning/ Wacker/ GE/ Du-pont
22.	Textured Exterior wall paint	Spectrum/ Ultratech / Heritage by Bakelite coating and paints/Asian paint/Berger/Nerolac/Luxture.
23.	Towel Ring/Towel Rod/Towel Rack	Kamal/ Marc or equivalent /Prayag
24.	Veneer	Archid/ SUN/ Durian/ Ventura/ NLDK

25.	Wooden shutter with frame	"Bhimsaria' or equivalent
26.	Gypsum plaster	Ferrous crete/ Gyproc (Elite-90)/ Ultratech
27.	Stainless steel railing Accessories	Jindal/Dorma/Kich/GEZE/Godrej/Hardwyn
28.	Wooden parquet flooring	Pergo or Equivalent

PROFORMA OF SCHEDULES

SCHEDULE "A"

SCHEDCEE A	
Schedule of quantities (as per PWD-3)	: (Attached in e-procurement site)SCHEDULE "D"
Extra schedule for specific requirements/ document for the work, if any.	: Nil
SCHEDULE "E"	
Reference to General Conditions of contract	: General Conditions of Contract for CPWD Works, 2020(for Maintenance Work) correction slip upto last date of Online Bid Submission.
Name of work	: "Construction of interior works at President Office and Director Office in 3 rd floor, Admin & Library Building, AIIMS Mangalagiri"
Estimated cost of work	: Rs. 29,94,855/- (Including GST)
Earnest money	: Rs. 59,897/- (2% of the Estimated cost)
Performance Guarantee	: 3% of tendered value.
Security Deposit	: 2.5% of tendered value.
SCHEDULE "F" GENERAL RULES & DIRECTIONS: Officer inviting tender	: Superintending Engineer, AIIMS MANGALAGIRI on behalf of Director AIIMS MANGALAGIRI.
Maximum percentage for quantity of items of tobe executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.	work :See below
Definitions:	
Engineer-in-Charge	:Superintending Engineer, AIIMS MANGALAGIRI.
Accepting Authority	:Superintending Engineer, AIIMS MANGALAGIRI
Percentage on cost of materials and labour to Standard Schedule of Rates	o cover all overheads and profits :15% : As per DSR 2021 (up to date of submission of NIT) & Market Rates –For Civil. As per DSR 2018 and Cost Index, Market Rates – For electrical.
Department Standard CPWD contract Form	: Engineering Department, AIIMS Mangalagiri : <u>GCC 2020</u> & CPWD Form 7/ 8 as modified & corrected up to last date of receipt of Bid/tender. 47 Page

CLAUSE 1

CLAU	JSE I			
(i) Tin	ne allo	wed for submission of Performance		
Gu	arante	e, programme chart		
(Time and progress) and applicable labour			:07 Days	
Lic	enses,	registration with EPFO,		
ES	IC and	BOCW welfare board or proof of		
app	olying	Thereof from the date of issue of	:	
lett	er of a	cceptance		
(ii) M	laximu	Im allowable extension with late fee		
(@ 0.1%	per day of Performance Guarantee	:07 Days	
an	nount l	beyond the period Provided in (i) above		
CLAU	JSE 2			
Autho	rity fo	r fixing compensation under clause 2	:Superintending En	ngineer/Director, AIIMS Mangalagiri
	JSE 2A			
Applic	able cla	ause 2/ Clause 2A	: <u>CLAUSE 2</u>	
CLAU	ISE 5			
		ays from the date of issue of letter of	:14 Days	
		or reckoning date of start Mile	• 1 • Du _j 5	
_		er table given below: -		
510110(_, <u></u> p		Time allowed in	Amount to be with-
	Sl	Description of Milestone (Physical)	days (from date of	held in case of
	No	Description of Milescone (1 hysical)	start)	non-achievement
	110		Sturty	of

No		start)	non-achievement of
1	\leftarrow		
2	NIL		
3			
4	ad for avaaution of work 60 days		

Time allowed for execution of work - 60 days.

Authority to decide:

(i) Extension of time	:	Superintending Engineer, AIIMS MANGALAGIRI (C.G.)
(ii) Rescheduling of mile stones	:	Superintending Engineer/Director, AIIMS MANGALAGIRI
(iii) Shifting of date of start in case of		
delay in handing over of site	:	Superintending Engineer/Director, AIIMS MANGALAGIRI

PROFORMA OF SCHEDULES CLAUSE 5

Schedule of handing over of site

Part	Portion of Site	Description	Time Period for handing over reckoned from date
			of issue of letter of Intent.
Part A	Portion without any hindrance	All works	14 days
Part B	Portions with encumbrances	NA	NA
Part C	Portions dependent on work of other agencies	NA	NA

:

Clause 5 Applicable clause 5/ Clause 5A

CLAUSE 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.

CLAUSE 7 A

Whether clause 7A shall be applicable

CLAUSE 10A CLAUSE 10B (II)

Whether Clause 10 B (ii) shall be applicable

CLAUSE 10C

Component of labour expressed as percent of value of work

CLAUSE 10CC CLAUSE 11 Specifications to be followed for execution of work : <u>Clause 5</u>

Running Account Bills to be submitted by Contractor on monthly basis. Payment shall be made within 30 days from date of submission of bill.

NO

:

:

: As required by Engineer-In- Charge

: Not Applicable

: Not Applicable

- : Not Applicable
- CPWD Specifications 2019 Vol-I & Vol-II (Civil)with modification up to last date of tender submission. CPWD General Specifications for Electrical Works – 2013, amendment/corrected up to last date of online Bid Submission

CLAUSE 12

Authority to decide deviation upto 1.5 times of tendered amount

12.2&12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work

12.5

(i) Deviation Limit beyond which clauses
 12.2 & 12.3 shall apply for foundation work
 (except items mentioned in earth work subhead

in DSR and related items)

(ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items

CLAUSE 16

Competent Authority for deciding reduced rates.

CLAUSE 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site.

<u>Superintending Engineer/Director,</u> <u>AIIMS Mangalagiri.</u>

:

: As per CPWD Works Manual-2019 and Standards of Procedure to CPWD Works Manual 2019

: As per CPWD Works Manual-2019 and Standards of Procedure to CPWD Works Manual 2019

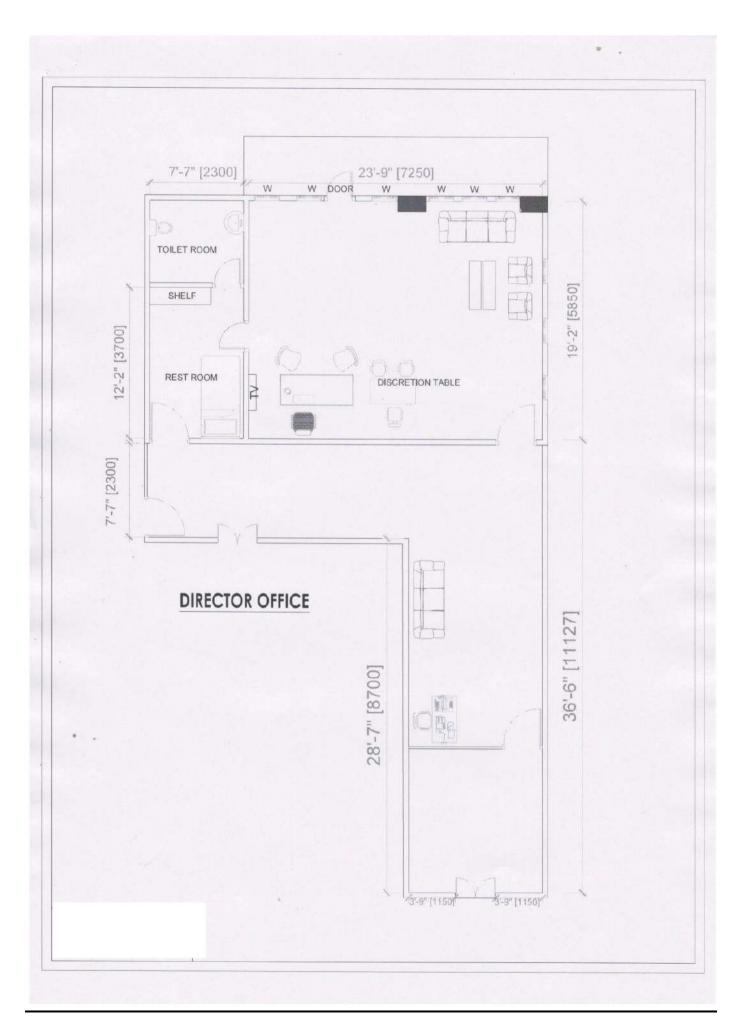
: As per CPWD Works Manual-2019 and <u>Standards of Procedure to CPWD Works Manual 2019</u>

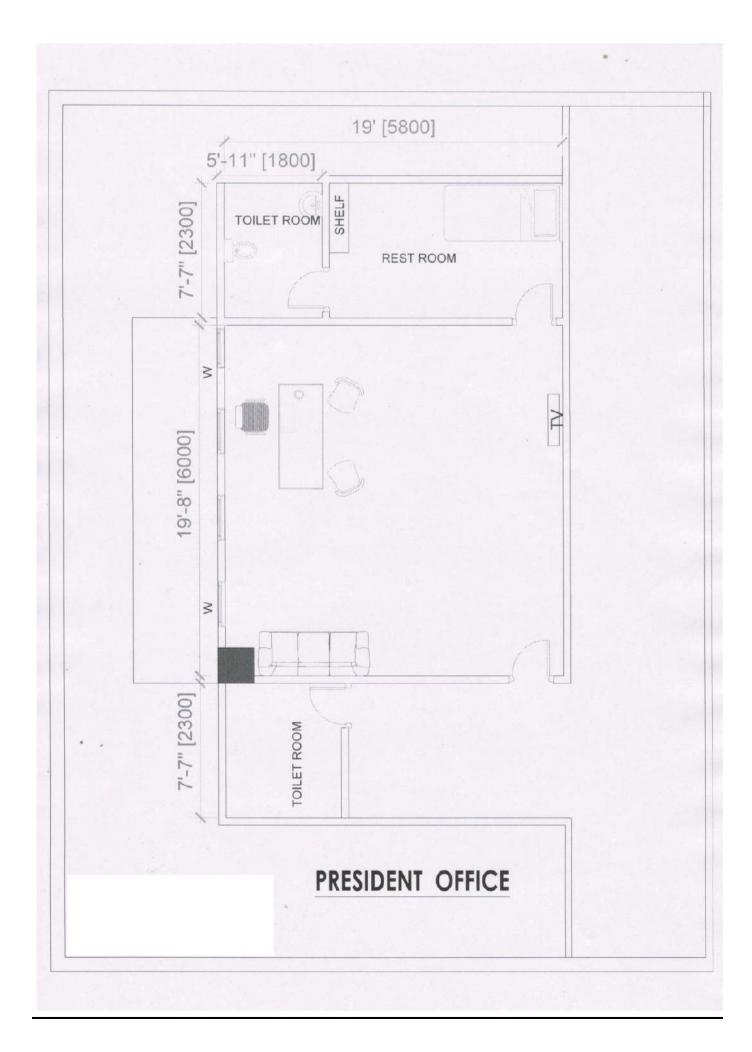
:Superintending Engineer/ Director, AIIMS MANGALAGIRI

: As required by Engineer -in- Charge

CLAUSE 19 C	Engineer- in charge (Superintending Engineer)
CLAUSE 19 D	Engineer- in charge (Superintending Engineer)
CLAUSE 19 G	Engineer- in charge (Superintending Engineer)
CLAUSE 19 K	Engineer- in charge (Superintending Engineer)
CLAUSE 19 L	
CLAUSE 25	

Constitution of Dispute Redressal Committee (DRC): To be decided by competent authority at the time of appointment of Arbitrator





(Annexure III)

Bill of Quantities

Name of work:- Construction of interior works at President office and Director office in 3rd floor, Admin & Library Building, AIIMS Mangalagiri

S. No.	Description	Qty	Unit Rate	Amount
01.	Preparation and submission of 2D and 3D view drawings of superior quality to the satisfaction of Engineer-in-charge for Director office and President office	2 Nos	Rs. 15,000/-	30,000.00
02.	Dismantling aluminium partitions/ wall panelling /gypsum partitions doors, windows, fixed glazing and false ceiling including disposal of unserviceable surplus material and stacking of serviceable material within 50meters lead as directed by Engineer-in-charge.	55.00 Sqm	Rs. 65/-	3,575.00
03.	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	55.00 Sqm	Rs. 85/-	4,675.00
04.	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer- in-charge. (Glazing, paneling and dash fasteners to be paid for separately) : For fixed portion Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic	1,500 Kgs	Rs. 466/-	6,99,000.00

	coating of grade AC 15) kg 433.9515) sub frame work for windows ventilators and panelling work with extruded built up standard tubular section of approved make conforming to IS : 733 and IS : 1285, fixed with dash fastener of required dia and size. (Dash fastener to be paid separately).			
05.	Providing and fixing wall panelling made with 3.5mm thick veneer of green panel or equivalent fixed to 12mm thick	230.00 Sqm	Rs. 4,400/-	10,12,000.00
	plywood of green ply 710 (BWP) Grade or equivalent with adhesive the plywood shall be fixed to existing wooden/aluminium frame work with necessary screws including providing			
	grooves wherever required the veneer surface shall be finished etc complete make.			
06.	Melamine polishing with spray application using "Asian paints melamine Gold" or "Timbertone melamine" of ICI Dulux on natural wood and natural veneer works in two or more coats to attain the required colour and shade as per the manufacturers specification including cost of thinners and providing masking tapes whereve dissimilar finishing work is involved and as per the direction of the Engineer-in- chrge. (Consumotion if the melamine polish shall not beless than 0.25 litre/sqm and all complete as per articular specification and the direction of the engineer -in-charge.	235.00 Sqm	Rs. 850/-	1,99,750.00
07.	 Providing and fixing Roller Type Blinds with Acrylic backed polyester fabric with following specifications.1. Acrylic sheet. 2. Polyster fabric.3. Nylon chain in required length. 4. Cylinder 25mm dia aluminium tube. 5. Colour, model : as directed by Engineer-in-Charge . 	24.00 Sqm	Rs. 1,850/-	44,400.00
08.	Providing and fixing wood parquet flooring of Engineering <u>Pergo make or</u> <u>equivalent</u> in a format of size 2200 x 190 x 14 mm thick with a face layer of 3.2mm thick 3 Strip, as per approved colour/ shade , as per manufacturers specifications with an 2mm thick polyurethane under layer the existing flooring including fixing of end	115.00 Sqm	Rs. 7,800/-	8,97,000.00

			(II	ncluding GST)
	Total Amount of Rupees			29,94,855.00
13.	Providing and fixing bright finished SS Stainless Steel ALDROP with necessary screws etc. complete: 250 x 16	2 Nos	Rs. 2,800/-	5,600.00
12.	Providing and fixing bright finished SS handles with screws etc. complete: 250 mm	4 Nos	Rs. 2,450/-	9,800.00
11.	Providing and fixing bright finished SS tower bolts (barrel type) with necessary screws etc. complete: 200 x 10 mm	4 Nos	Rs. 1,245/-	4,980.00
09.	 density fiber board with matching shades etc all complete as per the directions of Engineer-in-Charge. Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fastener shall be paid for separately). Second class teak wood Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1 st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws 	0.35 cum 4.50 Sqm	Rs. 1,65,000/- Rs. 5,850/-	57,750.00