



अखिल भारतीय आयुर्विज्ञान संस्थान/All India Institute of Medical Sciences
मंगलगिरि, आंध्रप्रदेश/Mangalagiri, Andhra Pradesh
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NOTICE INVITING TENDER (NIT)

1.1	NIT No.	AIIMS MG/Engineering Dept/NIT/2025-26/02
1.2	Name of Work	24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh.
1.3	Estimated Cost	Rs. 1,96,55,270.00/- (Including GST)
1.4	Earnest Money Deposit (EMD)	Rs. 3,93,105.00/-
1.5	Period of Completion	01 year
1.6	Date of Online Publication/Download of Tender	06/06/2026 @ 13:30hrs
1.7	Last Date for Submission of Bids	13/06/2026 @13:30hrs
1.8	Date and time of Opening of Technical Bids	15/06/2026 @10:00hrs
1.9	Date and time of Opening of Financial Bids	To be decided
1.10	Cost of Bid Document:	NIL
1.11	Website	https://eprocure.gov.in/eprocure/app www.aiismangalagiri.edu.in

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Name of Work: 24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh.

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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 CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) 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:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / 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.

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

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “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 original should be posted/couriered/given in person **Office of Executive Engineer, Room No. 244, 2nd Floor, Admin & Library Building, AIIMS Mangalagiri, Mangalagiri, Guntur district, Andhra Pradesh - 522502**, latest by the last date of bid 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.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the 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.
- 7) 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.
- 8) 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.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) 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.
- 11) 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://aiismangalagiri.edu.in>

E-Tendering Portal: <https://eprocure.gov.in/eprocure/app>

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: ee_electrical@aiismangalagiri.edu.in

ee_civil@aiismangalagiri.edu.in

FORM-6

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Superintending Engineer, AIIMS, Mangalagiri on behalf of Executive Director, AIIMS, Mangalagiri invites online ~~Percentage-Rate/~~ **Item Rate bids in Two bid system (Technical cum Eligibility & Financial)** from Original Equipment Manufacturer (OEM)/ Original Equipment Manufacturer authorized Agency who fulfill the PQ criteria for the following work(s):

Sl. No.	Description	Details
(a)	NIT No.	AIIMS MG/Engineering Dept/NIT/2025-26/02
(b)	Name of Work:	24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh.
(c)	Estimated Cost	Rs. 1,96,55,270.00/-
(d)	Earnest Money Deposit	Rs. 3,93,105.00/-
(e)	Period of Contract	01 year

- 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 CPP 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 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. **Manual bid shall not be accepted in any circumstance.** 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 of times 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) **Earnest Money Deposit:** The bidder shall be required to submit the Earnest money deposit (EMD) for an amount of ₹ 3,93,105/- in the form of either DD or Online transaction to the below account: Account Name: **AIIMS Mangalagiri – GIA General A/C No.: 38307771792, State Bank of India - SBIN0061485.** Scanned copy of DD/ Online Transaction details must be uploaded /attached with Technical Bid. If submitted in the form of DD must be delivered in original to the **office of Superintending Engineer, Room No. 241, 2nd Floor, Admin & Library 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, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise, the uploaded bid will be rejected. EMD of successful bidder shall be returned after successful submission of Performance Guarantee and for unsuccessful bidders it would be returned after award of the contract. Bids received without DD/Online Transaction for EMD will be rejected.

15) **Performance Guarantee:** The successful contractor will be required to furnish a Performance guarantee of **5% (Five 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 "AIIMS, MANGALAGIRI – GIA General" (State Bank of India A/c. No-38307771792)** which shall be kept valid for a period of Six (06) months beyond completion of all the contractual obligations.

Additional Performance Guarantee for the abnormally low bids will be calculated as per CPWD Circular on Modification Dated :27.02.2026 in Para 5,2 for CPWD Works Manual 2024. The successful bidder should submit the Additional Performance Guarantee (APG) for the calculated amount in addition to the Standard Performance Guarantee (PG) of 5% of ECPT in the case the quoted amount is abnormally lower than the Estimated Cost Put to Tender (ECPT). The validity of APG & PG will be 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.

16) **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). ~~In case of foreign bidders or in case of GTE, if Bank Guarantee is from a foreign bank branch situated outside India, the Bank Guarantee must be issued through any of the Scheduled Commercial Bank. In case BG is issued directly by a bank outside India, it should be executed on letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India.~~ 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:

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

guarantee(s);

- 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 through 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.

- 17) 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 shall themselves obtain all necessary information as 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 otherwise shall 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.
- 18) The Tender paper/documents can be seen / downloaded from Official website & submitted through Online or Site.
- 19) The competent authority on behalf of the Executive 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.
- 20) 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.
- 21) The Competent Authority, The **Engineer-In-Charge**, reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 22) 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.

- 23) The bid for the works shall remain open for acceptance for a period of **90 days** from the date of opening of bids.
- 24) 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.

25) **Technical Eligibility Criteria of Bidder:**

- i) Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted
- a. Bidders shall produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:
- Experience of having successfully completed similar works during the last 07 years ending the last day of the month previous to the one in which tenders are invited.

One similar work each costing not less than 80% of estimated cost or

Two similar works each costing not less than 50% of estimated cost or

Three similar works each costing not less than 40% of estimated cost

“Similar Work shall mean maintenance works pertaining to Civil and PHE (Public Health Engineering) / General Civil Engineering works executed in Centrally Funded Institutions, Centrally Funded Hospitals, Centrally Funded Medical Institutions, Government Organizations, Public Sector Undertakings (PSUs), Autonomous Bodies or reputed Private Institution” etc.

(For private works TDS certificate or Form-26 AS in support of value of work done.)

Note: On Going works will not be considered for the Technical Evaluation.

- a. **Certificate of Financial Turn over** should have had average annual financial turnover of **59.00 Lakhs** and 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.**
- b. **Profit/Loss:** The Bidder Should not have **incurred any loss** (profit after Tax should be positive) in more than two years during available the last five consecutive balance sheet, duly audited and Certified by Chartered Accountant. (The Balance sheet in case of Pvt./ Public Ltd. Company means its standalone finance statement and consolidated financial statement both).
- c. **Banker's certificate from a commercial Bank or Net Worth Certificate:** Banker's certificate of the amount equal to 40% of the Estimated Cost put to tender (ECPT)

OR

Net worth Certificate: Net worth certificate of minimum 10% of the Estimated Cost put to tender issued by certified chartered Accountant.

- d. **Experience in works highlighting experience in similar work:** Bidder should furnish Proforma IV: List of Eligible similar nature works successfully completed during the last 7 years.
- e. **Organization Information:** Bidder is required to submit the information in respect of his organization in (Annexure C).

26) Signing of bid document:

- i) If the bidder is an individual, the bid shall be signed by him above his full type written name and current address.
- ii) 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.
- iii) 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.
- iv) 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.

27) In the bid documents the word / sentence shall be read as under: -

- i) President of India – Executive Director, AIIMS, Mangalagiri
 - ii) The terms Executive Director includes Executive Director/Superintending Engineer/Executive Engineer, AIIMS, Mangalagiri.
- 28) 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 upon the parties and shall be in lieu of any other remedy.
- 29) **(A) All taxes, Labor Cess etc., as applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes including GST on works. Any recovery towards GST is notified by the competent authority, the same shall be effected and no claim what so ever shall be entertained by AIIMS Mangalagiri. The contractor shall quote his rates accordingly.**
- (B) 2% as TDS amount of GST amount payable on the bills will be deducted as per the Govt. of India, Ministry of Finance, Department of Revenue notification vide No.65/39/2018-DOR, dtd: 14-09-2018.**
- 30) **GST registration certificate of the state in which the work is to be taken up, if already obtained by the bidder.**
- If the bidder has not obtained GST registration in the state in which the work is to be taken up or as required by GST authorities, then in such a case the bidder shall scan and upload following under taking along with other bid documents.
- “If the work awarded to me, I/We shall obtain GST registration certificate of the state, in which work is to be taken up, within one month from the date of receipt of award letter or before release of any payment by AIIMS Mangalagiri, whichever earlier, failing which I/We shall responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by AIIMS Mangalagiri or GST department in this regard.”*
- 31) This notice inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of :-
- i) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - ii) Standard Contract form is included with the CPWD General Conditions of Contract 2023 Maintenance works. The bidder is deemed to have gone through and understood the Standard ContractForm and the CPWD General Conditions of Contract 2023 Maintenance works.

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	Mandatory Site Visit Certificate
2	Scanned Copy of EMD (Original to be submitted as mentioned in Information and Instructions for Bidders for e-Tendering)
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-E)
8	Consent Letter (Annexure-F)
9	GST Registration Certificate or Under taking letter for the GST Registration
10	Proof of Average Annual Financial Turnover during the immediate last three consecutive financial years (Proforma-I)
11	Details of the Similar Works Completed in Last Seven Years (Proforma-II)
12	Affidavit on non-judicial paper of Rs. 50/- duly attested by Notary/ Magistrate for PAST CONTRACTUAL PERFORMANCE (Proforma-III)

**Executive Engineer
AIIMS, Mangalagiri**

MANDATORY SITE VISIT CERTIFICATE

NIT NO. AIIMS MG/Engineering Dept/NIT/2025-26/02

Name of the work: 24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh.

This is to certify that I/We (Name of the Representative, Designation, Authorization letter along with Identity proof) _____ visited _____ the site on ___ / ___ / **2026** and are thoroughly aware of work, technology/machinery installed at AIIMS Mangalagiri campus, Guntur District, Andhra Pradesh in relation to the above-mentioned work. We understand the execution site, guidelines, working hours etc., and shall adhere to the contract stipulations, terms, conditions and clauses. We understand that if any equipment/machinery, other parameters had been missed out by us during site visit, it shall be deemed to be included in our scope of work as per NIT terms and conditions.

Date of Visit: _____

Signature of Firm's Representative who had visited the site

Name of the Representative & Designation

Verified that Firm's representative visited the site on: _____

Signature of Superintending Engineer

AIIMS Mangalagiri

Note: Site visit is allowed only on AIIMS working days (Monday to Friday: 09:30 AM to 05:30 PM & Saturday: 09:30 AM to 01:30 PM)

LETTER OF TRANSMITTAL

From:

To

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

Subject: Submission of bids for the work of **24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh**

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 statement made and information supplied in the enclosed forms A to 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

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	

(Authorized Signature of the Bidder with Seal)

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.

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

Signature of Bidder(s) with Seal

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 EMD Declaration Form.
- 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.....

Contractor

E-Mail: _____

(Sign with Seal)

ACKNOWLEDGEMENT AND ACCEPTANCE LETTER

To

The Executive Engineer

AIIMS MANGALAGIRI

Sub: Submission of Tender for the work **“24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh”**

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 in accordance with terms and conditions of the tender/bid.

Yours Faithfully

(Duly authorized signatory of the Bidder)

CONSENT LETTER

“24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh”

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 personnel(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-I

Date: _____

ANNUAL TURNOVER FOR THE LAST THREE YEARS

S. No.	Financial Year	Annual Turnover from Construction Works (Rs. in Lacs)	Remarks
1	2022-23		
2	2023-24		
3	2024-25		

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.

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	Date of award	Stipulated date of completion	Date of actual completion	Value of completed work (Rs. In Lacs)	Reasons for delays, penalty if any	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.

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 in proof 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 or Enterprises or Autonomous Bodies of Central/State Govt.;
- iv) have submitted all the supporting documents and furnished the relevant details as per the prescribed format.; and
- v) have submitted all the information and the requisite documents with the Bid and further certify that we 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.

INTEGRITY PACT

To,

Sub: Submission of Tender for the work of “**24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh**”

Dear Sir,

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CPWD. 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, CPWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this..... day of 2026

BETWEEN

AIIMS MANGALAGIRI through Executive 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 Dept/NIT/2025- 26/02, “24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh”** (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “**24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh”** “Hereinafter referred to as the “Contract”.

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

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

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

ARTICLE 1: COMMITMENT OF THE PRINCIPAL / OWNER

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (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) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 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 advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 - 5) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

ARTICLE 3: CONSEQUENCES OF BREACH

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

undertakes to respect and uphold the Principal / Owner's absolute right:

- 1) If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above

or

in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers

to

Disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder/Contractor from

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

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

- 3) **Criminal Liability:**

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

ARTICLE 4: PREVIOUS TRANSGRESSION

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ 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 and Contractors.
- 3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

ARTICLE 6- DURATION OF THE PACT

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, 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 first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/ Owner) (For and on behalf of Bidder/ Contractor)

WITNESSES:

1 (Signature, name and address)

2 (Signature, name and address)

Place: - Dated:

ALL INDIA INSTITUTE OF MEDICAL SCIENCE MANGALAGIRI

~~Percentage Rate Tender/~~ Item Rate Tender & Contract for Works

Tender for the work of: **“24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh”**

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 contract and 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, and in 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. 3,93,105/- (Rupees Three Lakh Ninety-Three Thousand One Hundred and Five only)** 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 is submitted with tender. If I/We, fail to furnish the prescribed performance guarantee within prescribed tender, I/we agree that the Executive 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 Executive 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: #

e-Mail id#

Address: #

Occupation: #

To be filled in by the contractor/witness as applicable

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.....

Designation.....

Dated

GENERAL PARTICULAR & ADDITIONAL CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS

1. Name of Work: **“24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh”**
2. For all items of Civil - CPWD specifications with up-to-date correction slips up to receipt of tender shall be followed. 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 contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall 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. Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative with the from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in- Charge and the contractor or their representatives in token of their acceptance.
9. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants

including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

10. The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.
11. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled. The bill payment shall be processed within 30 days after submission of bill.
12. When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting, masonry works, cement stains etc., on walls, floor, windows, etc. shall be removed and the surface be cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.
13. The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge. The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code

or, Schedule of Rates or any other printed publication referred to elsewhere in the contract. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction

14. 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 the campus.
15. No claims of the labors shall be entertained by the Department including that of providing employment, regularization of services etc.
16. All melba/rubbish/silt/waste, garbage etc. generated due to any operation from buildings/houses/ hostels and other open spaces whatsoever shall be disposed off on daily basis by the contractor to the specified common disposal point. After the collection of full truck load of the said Melba (approx 4.5 cubic meters), the same shall be disposed off by the contractor to the authorized municipal dumping ground and nothing extra shall be paid on this account. In case of non-removal/disposal in the specified period, a Compensation of Rs. 1,000/- (Rupee ONE THOUSAND only) per day shall be recovered from the contractor.
17. All dismantled material will be removed from site by contractor after verification of measurement of the same by JE
18. All required register will be issued by Engineer-in-Charge/Superintending 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.
19. 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.
20. The contractor shall make all safety arrangement required for the labour engaged by him at his 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 any mishap, injury, accident or death of the contractors' 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 than his team during execution and AIIMS will not be responsible for that.
21. Contractor shall be fully responsible for any damages caused to govt. property or allotter's property by his or his labor in carrying out the work and shall be rectified by the contractor at his own cost.
22. GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt. of India/AIIMS Rules.
23. 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.

24. The Contractor has to provide all the tools and equipment's for the works including measuring instruments and safety equipment's needed. Cost of transportation of material and labour to AIIMS, Bhubaneswar premises shall have to borne by the contractor. The following tools shall be provided by the agency for the use of maintenance works within 15 days of Starting of the work.

- Drilling Machine (13mm, 20mm, 26mm& all other Bids as required)
- Cutter and Grinding machine
- Concrete breaking machine
- Arrange trolleys/Wheel Barrows/Mechanical Means
- Chisels (8", 12",18" and 24")
- Pipe Wrenches (12",14" and 24")
- Hammering Bit (6.5mm, 8mm, 12mm and 18mm)
- Double end spanner set (set of 12)
- Ring Spanner set (set of 12)
- Box spanner set
- Hammers
- Screw drivers (Big and small) Pliers
- Line Testers
- Screw spanners of different sizes
- Adjustable spanner
- Hammers of different sizes
- Screw Drivers set of different sizes
- Measurement tape (5m, 20m and 50m)
- Flexible delivery pipe (25mm, 32mm and 50mm)
- Hanging Rope
- Electronic Weighing Machine
- Trolleys / Wheel Barrows (minimum 2 Nos)
- Hacksaw frame set
- Aluminum Sliding ladders
- Aluminum Double leg ladder
- Allen Key set
- Jack plane
- Brick Towel
- Line Level / Spirit Level
- Mason Square
- Water level
- Tile Cutter
- Aluminum Channel
- Metal Float
- Plumb Bob
- Line dori
- Showels
- Venire caliper
- Pans and Hoes
- Wire brush
- Gun Boot
- Raincoat
- Safety Gloves
- Safety belt
- Safety Helmet
- Rechargeable torch light

(Require No/Nos of tools Vary as per Site Condition.)

25. For non-compliance or partial compliance of satisfactory execution of items, the Engineer-in-charge reserves his rights to levy compensation in accordance with the scale of non-conformity and the period for which this non conformity continues. However, the total amount of this compensation for the whole

- contract shall not exceed 10% of the tendered value of this contract. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor.
26. Each worker shall maintain a complaint diary and get the feedback recorded from the allottees'' regarding attending the complaint. In case, it is found that the complaint has been attended unsatisfactorily; it will be considered as unattended. List of such complaints shall be submitted to the Engineer-in-Charge or his representative on daily basis.
 27. The contractor or his engineer at the Compliant Cell shall maintain complaint register for recording the complaints.
 28. Staff employed by the contractor should be well behaved, Polite & courteous. Any complaint against staff on behavior should be taken very seriously and such staff should be removed by the contractor immediately from the site and replacement shall be provided immediately.
 29. Required Space will be handed over to the contractor free of cost by the department; for receiving the complaints and setting of the maintenance office.
 30. 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.
 31. 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.
 32. The contractor will maintain attendance records of the staff, which will be checked by the Junior Engineer/Assistant Engineer/Executive Engineer/Engineer-in-charge. In case of absence of any staff, recovery shall made at the following rates.
 - a. Highly Skilled/ Skilled Labour @ Rs. 1,000/-per day per person.
 - b. Semi-skilled/ Unskilled Labour @ Rs. 900/- per day per person.
 33. All the melba or rubbish obtained from dismantling or otherwise during the execution of the work shall be brought down through the staircase and shall not be thrown to the ground directly from first floor or second floor etc. this shall be carried and stacked properly to the specified common disposal point on the same day and site shall be left clear as per the instructions of the Engineer-in-charge. A compensation of Rs. 100/- shall be recovered from the contractor for each complaint/default.
 34. The contractor will not pitch up tents for laborers, materials and his stores etc.
 35. 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, land shall be demolished and removed at the cost of the agency without any notice.
 36. 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.
 37. The contractor shall clear the site properly after the completion of the work.
 38. The labor engaged for attending complaints shall carry necessary tool kit, container (Tasla), required for mixing any cements and or other material and should carry with water bottle and waste bag for

collection of minor rubbish material if received during attending the complaints, so that the site of work shall remain neat and clean.

39. Major/ Minor complaint shall be decided by the Engineer-in-charge or his representative. The decision of Engineer-in-charge shall be final & binding.
40. 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, ESI etc. 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 / modifications etc.
 - 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.
41. **Breach of Terms and Conditions:** Non-compliance 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 right to 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.
42. **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.
43. **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 Mangalagiri/Vijayawada. The decision of

the Arbitrator shall be final and binding on the both parties.

44. **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 made from time to time concerning such commercial dealings/ processing.
45. 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 Kulshreshtha Vs 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.
46. The contractor will have to submit the monthly bank transaction statement showing details of salary of staffs working under civil maintenance. The contractor will have to pay the monthly salary to the employees of civil maintenance in 1st week of every month irrespective of any other situation. If the contractor fails to do so a penalty of Rs 1000/- per day per employee will be imposed till the drawl of the salary.
47. The contractor will have to arrange trolleys/Wheel Barrows for the shifting of materials within the campus at his own cost (if applicable).
48. The Rate quoted by the contractor for the Manpower component should be as per the payment of minimum wages act of central government. The Bid will not be considered if the contractor's quoted price for manpower is less than the rates as per the minimum wages category mentioned by the ministry of labour, Government of India.
49. The sample of all the items shall have to be got approved by the Contractor from the Engineer-in-Charge/Executive 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.

B. ADDITIONAL CONDITIONS OF CONTRACT

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 the nomenclature of item as per schedule of quantities and specifications, the former shall prevail.

3. Material will be supplied by the contractor within 03 days after giving the requirement otherwise Rs. 10,000/- per day penalty shall be recovered from contractor's bill after giving notice. However, the materials in urgent nature shall be supplied within 01-02 Hours.
4. 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.
5. The contractor shall if required furnish the manufacturer's certificate that the material supplied satisfy the requirements of the relevant specifications.
6. 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.
7. 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 of failed sample will be borne by the contractor himself.
8. 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.
9. 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.
10. Conditional tenders are liable to be summarily rejected.
11. The rates shall be quoted only in the schedule of quantities attached with the tender and nowhere else i.e. letter heads etc.
12. The contractors are specifically required to quote only one rate against each item. The rate Quoted for any item of material shall conform to the prescribed specifications.
13. 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.

14. The maker of material shall be same as that of actually installed/fixed at site. But, in case of non-availability 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.
15. 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.

Executive Engineer
AIIMS, Mangalagiri

SPECIAL TERMS AND CONDITIONS

1) SITE VISIT:

Bidders are strongly advised to inspect and assess the site conditions and its surroundings and satisfy themselves before submitting their bids. The prospective bidders are advised to depute their technical experts with authorization letter to visit, assess and examine the conditions, requirements, nature & quantum of work and locations of installations which may be necessary for the purpose of bidding and submit a realistic offer for the successful execution of the work. The successful bidder may be required to take up initial repair works if any after finalization of tender. In general, they shall themselves obtain all necessary information as 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/she inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Bidders shall submit a realistic offer for the execution of the work at their own cost without any liability on AIIMS.**

Submission of a bid by a bidder implies that he has read the Tender document and has made himself aware of the terms & conditions and scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of work.

2) BID PRICES:

The Bidder shall indicate on the prescribed Bill of Quantity, the landed prices of all the goods and services at AIIMS, Mangalagiri in accordance with terms & conditions and scope of work of Tender Document. It must include all the taxes, duties, fees, all types of cess, insurance, transportation, packing, forwarding, administrative charges/ contractor overhead and profit amount and all other incidentals required for execution of the contract in all respect. **Variation in taxes due to change in Govt. Regulations only shall be considered, provided such change has taken place within the period from 28 days prior to the last date of bid submission to the original completion date of the Contract.**

The rates quoted by the contractor shall be net so as to include all requirements described in the contract document and no claim whatsoever due to fluctuations in the price of the material and labour charges.

The Contractor may arrange way bill at his cost for inter-state transportation of all the materials required for successful execution of the work.

3) PERIOD OF CONTRACT:

The period of contract shall be 01 (One) year from the date of commencement of work. The contract may further be extended by One year at the discretion of the AIIMS, Mangalagiri and upon mutual consent of both the parties, subject to satisfactory performance by the contractor with same terms & conditions and rate of First year of the contract.

4) DATE OF COMMENCEMENT & COMPLETION OF WORK:

The Contractor shall commence the work within 15 (Fifteen) days from the date of issue of LOA. However, the Contractor has to furnish the Performance Guaranty within this period so as to enable issue of LOC prior

to commencing the work at site.

5) PAYMENT TERMS:

The Contractor shall submit bill in duplicate at the end of every Monthly. The pre-receipted bill in duplicate along with all supporting documents as required under this contract and prescribed check list shall be submitted to the Engineer-In-charge.

GST and other taxes applicable shall be recovered/paid from the contractor's bill as per Govt. of India/AIIMS rules.

Running Bill Payment: The Running payment for the work shall be released Monthly by AIIMS, Mangalagiri. The security deposit @ 2.5 % of Gross amount of the bill shall be deducted from the running bills, which shall be released after successful completion of 12months from the date of completion of work, without any interest thereon.

Final Bill Payment: The agency shall submit final bill along with all the documents related to AIIMS, Mangalagiri in addition to all maintenance schedule registers, documents etc. (as per Clause 5.0) related to the work. The agency also formally handover all the equipment in good working condition, without any damage as handed over to them by AIIMS, Mangalagiri.

6) PENALTY CLAUSE:

In case of any complaint/ breakdown/fault in any equipment, the firm has to attend the fault within 24 hours of reporting on phone/FAX/ Email etc. failing which will invite a liquidated damages as 0.5% of contract price for every week of delay or part of week, subject to maximum value of the Liquidated damages being not higher than 10% of the value of delayed work.

Term and Termination

The contract shall come to an end either on completion of the contract period or upon termination, whichever is earlier for the following reasons:

- a) The contract may be terminated in case the services are no longer required by AIIMS, by providing reasonable notice period as per the tenure of contract or minimum of 30 days. OR
- b) The breach of SLA conditions stipulated in the Contract.

Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than the payment of invoices raised till the time of termination including notice period. Termination of contract shall neither affect nor relief the accrued rights and obligations of either Parties.

SCOPE OF WORK

Name of work: “24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh”

Agency shall provide the following services under operation and maintenance work (but not limited to) with necessary housekeeping for Sewage treatment plant.

Brief description of works to be carried out:

A. Day-to-Day works

The following day to day maintenance responsibilities are included in contractor scope but not limited to.

- a) Contractor shall attend all day-to-day Civil, Plumbing, Carpentry, and Masonry complaints (ex: Water leakage, pipe leakages, institute furniture maintenance, cupboard works, Small plastering works, small concreting works, pipe jointing, water level checking etc...) immediately after brought to his notice and within 24 hours.
- b) The contractor shall maintain all plumbing and carpentry materials. Contractor shall repair (or) replace all damaged/ defective by arranging required of new material of same make and model with the approval of Engineer-In-Charge, if same make and model are not available, decision of Engineer-In-Charge will be final on other makes and models.
- c) For the items not covered in of Schedule mentioned in this tender, Contractor shall submit the obtained quotation along with the price list catalogue to Engineer-In-charge for obtaining the necessary approvals. Payments against the spare parts, consumables, service charges, transportation & freight charges will be released as per the actuals to the contractor against submission of tax invoices supporting with copy of original bills and only after satisfactory operation. No payment will be released to the contractor for unsatisfactory operations after doing repair and replacements.
- d) Contractor shall maintain building wise records of all materials/consumables used for replacement of damaged/ defective installation. Same records shall be provided to the AIIMS authorities as and when required. With this data, contractor shall maintain adequate spares.
- e) Generally, all day-to-day complaints shall be attended round the clock i.e. 24/7/365 days.
- f) The contractor shall provide the following minimum workforce to maintain the entire campus for “Civil, Plumbing, Carpentry, and Masonry related 24/7 day-to-day Maintenance works”.

S. No.	Workforce	Minimum Experience in Years	Qty
1	Skilled Plumbers	3 Years experience in relevant field	6
2	Skilled Carpenters	3 Years experience in relevant field	4
3	Skilled Mason	3 Years experience in relevant field	2
4	Un skilled Beldar for assisting all above skilled staff (Carpenter, Plumber, Mason)	Experience in relevant field is preferable	8
Total work force (Nos)			20

The contractor shall maintain sufficient workforce to provide eligible leaves and holidays per the governing rules and regulations, laws, acts and to meet aforesaid requirements.

1. Maintenance of premises including the services within it is detailed as under:
 - a. Water supply system from underground water sump/ tube well,
 - b. Drainage up to first manhole from appurtenances within the premises.
 - c. Storm water drainage up to first exit point beyond premises at ground level.
 - d. Other essential services in the premises as and when needed
2. Day to day Repairs
 - a. Day to day or routine repairs are to be attended on the day-to-day basis such as removing choke of drainage pipes, manholes, restoration of water supply etc.
 - b. To attend and rectify regular complaints and day to day civil maintenance (including special/ minor repairs) work for different wards, departments, AHU rooms, drainage services and surrounding area of OPD, IPD, Ayush, cancer buildings maintenance contract of the buildings is unavoidable from safety, functional and hygiene point of view. Civil works received from hostels, quarters, guest house, sports ground in front of Director bungalow, ESS in residential area, Director Bungalow, external services in residential area, Residential & OPD UGT and surrounding area received from the residents and hostel wardens is required to be carried out. Rectifications of various civil and maintenance works of the academic area buildings and other services is unavoidable from safety, occupancy and hygiene point of view.

B. Sufficiency of Tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted, or otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works

1. The contractor shall take necessary instructions form the Engineer-in-charge before starting the work at site.
2. The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
3. Any work carried out without the approval of the Engineer-in-charge at site of work shall not be accounted and will not be paid. The work shall be carried out during the office hours only. If the firm needs to carry out work on holidays prior permission shall be taken from the Engineer-in-Charge.
4. Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.

5. The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government. Sample of any material to be used shall get approved by the Engineer-in-Charge before using at site.
6. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.
7. Water and electricity will not be supplied by institute / organization. For calculation of electricity and water charges, fixed charges will be deducted (1% of the bill amount of sub work order in each bill).
8. 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 contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.
9. Stacking of materials including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required at any stage shall have to be done by the contractor at his own cost.
10. No claim for idle establishment & labour, machinery & equipment's, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
11. The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.
12. Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.
13. Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.
14. The contractor shall prepare all the needed shop drawings well in advance and get them approved before placing the order and execution of the item.
15. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the contractor shall ensure that all the trucks or vehicles of any kind which are used for construction Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer - in -Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications.

16. The contractor shall not store /dump construction material or debris on metaled road.
17. All the works shall be carried out as per the CPWD specifications. All relevant CPWD maintenance manual clauses of contract will be applicable.
18. The contractor shall get prior approval from Engineer-in-charge for the area where the construction material or debris can be stored beyond the metaled road. This area shall not cause any obstruction to the free flow of traffic / inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
19. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes / or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precaution that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air / contaminate air.
20. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
21. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
22. The contractor shall compulsory use of wet jet in grinding and stone cutting.
23. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
24. The measurements for the work executed will be done as per the actual work done on site with respect to each item as specified in sub work order(s). The work executed shall be maintained in a diary and to be put up to Engineer-in-charge whenever demanded. (Format shall be provided by the department)
25. The works shall be carried out complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra will be paid on this account.
26. No labour below the age of eighteen years shall be employed on the work. The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
27. It is not binding on the competent authority to accept the lowest or any other tender and any or all the tenders received can be rejected without assigning any reason.
28. In case of delay on the part of the agency, penalty @ ½% per week of the total order value will be deducted from the contractor's bill subject to maximum of 10 % without prejudice to other terms & conditions of the order.

C. Deviation in schedule of quantities and extra items.

The Engineer-in-Charge shall have power.

1. To make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work.
2. To omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions shall form part of the contract as if originally provided therein and any altered, additional work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.
3. **Defect Liability Period:** If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after handing over or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.
4. 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.

5. The bidder shall quote their rates considering all prevalent taxes/ cess like GST, Workers Cess or any other tax on material /work as applicable and nothing extra shall be paid to the contractor on this account. The department shall deduct Workers Cess or any other tax as applicable, from the R/A bills & final bill.
6. 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.
7. 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.
8. All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
9. Any damage to the existing installation/ equipment/ work shall be the responsibility of the contractor and should be repaired immediately on his own cost for which nothing extra shall be paid by the department.
10. As the work to be carried out as in occupied buildings and surrounding area, proper care to be taken by the agency by issuing ID cards etc. to the workers for identification.
11. Being the hospital premises, the personnel and labourers engaged by the contractor under this contract shall wear neat and clean uniforms as per directives by the Engineer-in-charge. All manpower shall be issued identity card by the contractor duly countersigned by Engineer-in-charge to have proper identifications. The character and antecedents of the staff employed by the contractor shall be got verified from the police by the contractor.
12. 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.

13. The contractor shall take immediate action to attend any complaint assigned to him through site order book/verbal instructions from Engineer-in-charge or on telephone. In all cases the contractor shall attend the complaints in the specified duration as mentioned below: -

- i. Emergent complaints- Complaints of emergent nature of plumbing like water line repair work, drain blocked etc. shall have to be attended immediately within 24 hours.**
- ii. Normal complaints- Complaints relating to the trades of mason, carpenter / painter shall have to be attended within 72 hours on instruction from Engineer-in- Charge.**
- iii. In case of failure to meet these deadlines a lump sum amount of ₹.1,000/- (Rupees One thousand only) per complaint per day will be recovered from RA bills. One default shall be treated as one complaint. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor.**

D. 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.

E. INSPECTION OF WORK

In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the senior officers of AIIMS, Mangalagiri in addition of the Engineer-in-Charge. 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 be inspecting the on-going work at site at any time with or without prior intimation.

FORM OF EARNEST MONEY DEPOSIT
(BANK GUARANTEE BOND)

WHEREAS, contractor (Name of contractor) (Hereinafter called "the contractor") has submitted his tender dated..... (date) for the construction of (name of work) (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we (name of bank) having us Registered office at (hereinafter called "the Bank") are bound unto (Name and division of SUPERINTENDING Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. In words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of 20 THE CONDITIONS of this obligation are:

- 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
The Executive Director,
AIIMS MANGALAGIRI,

Dear Sir,

In consideration of the AIIMS MANGALAGIRI, having offered to except the terms and conditions of the proposed agreement between..... & M/S_____ (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of _____ Contract No ___ in terms inter alia, of the Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

- 1) We, (hereinafter called 'The Bank' which expression shall include its successors and assignees) 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 Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer 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 or that 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 be final 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 Employer hereunder 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 the stipulated 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/or that 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 we shall be relieved of and discharged from our liabilities there under.

Dated _____ day of _____ 2026 For and on behalf of Bank.

Issued under seal

NO CLAIM CERTIFICATE

(On company letterhead)

To,

The Executive 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 and received 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:

PROFORMA OF SCHEDULES

SCHEDULE “A”

Schedule of quantities (as per PWD-3)

(Attached in e-procurement site)

SCHEDULE “B”

Schedule of materials to be issued to the contractor

:

Sl. No.	Description of item	Quantity	Rates in figure & words at which the material will be charged to the Contractor	Place of issue
..... NIL				

SCHEDULE “C”

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire Charges per day	Place of issue
..... NIL			

SCHEDULE “D”

Extra schedule for specific requirements/document for the work, if any.

: **Conditions of Contract**

SCHEDULE “E”

Reference to General Conditions of contract

: **General Conditions of Contract for CPWD Works, 2023 (for Maintenance Work) correction slip up to last date of Online Bid Submission**

Name of work

: **24/7/365 Day-to-Day Operations & Maintenance and Annual Term contract for Day-to-Day civil works, Public Health Engineering and Carpentry in the Buildings & Services located in AIIMS Mangalagiri Campus for 12 months, AIIMS Mangalagiri, Andhra Pradesh**

Estimated cost of work

: **Rs 1,96,55,270/-**

i. Earnest money

: **2% of tendered value**

ii. Performance Guarantee

: **5% of tendered value**

iii. Security Deposit

: **2.5% of tendered value**

SCHEDULE “F”

GENERAL RULES & DIRECTIONS:

Officer inviting tender

Executive Engineer, AIIMS MANGALAGIRI
: on behalf of Executive Director AIIMS
MANGALAGIRI.

~~Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with~~

~~: See below Clauses 12.2 & 12.3.~~

Definitions:

2 (v) Engineer-in-Charge

: Executive Engineer, AIIMS MANGALAGIRI

2 (viii) Accepting Authority

: Executive Engineer, AIIMS MANGALAGIRI

~~2 (x) Percentage on cost of materials and labour to cover all overheads and profits~~

~~: 15%~~

2 (xi) Standard Schedule of Rates

: As per DSR 2023 (up to date of submission of NIT)

2 (xii) Department

: Engineering Department, AIIMS Mangalagiri

9 (ii) Standard CPWD contract Form

: GCC 2023 & CPWD Form 7/ 8 as modified & corrected up to last date of receipt of Bid/tender

CLAUSE 1

(i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour Licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying Thereof from the date of issue of letter of acceptance

: 15 (Fifteen) Days

(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period Provided in (i) above

: 07 (Seven) Days

CLAUSE 2

Authority for fixing compensation under clause 2

: Executive Engineer/Executive Director, AIIMS Mangalagiri

CLAUSE 2A

Applicable clause 2/ Clause 2A

: CLAUSE 2

CLAUSE 3

Clause applicable

: Computerized MB

CLAUSE 5

Number of days from the date of issue of letter of acceptance for reckoning date of start Mile stone(s) as per table given below: -

: 15 Days from the date of issue of LOC or handing over of site, whichever is Earlier

Sl No	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non-achievement of
1			
2		NIL	
3			
4			

Time allowed for execution of work – **365 Days.**

Authority to decide:

- | | | |
|---|---|--|
| i. Extension of time | : | Executive Engineer,
AIIMS MANGALAGIRI (C.G.) |
| ii. Rescheduling of mile stones | : | Executive Engineer/ Executive Director,
AIIMS MANGALAGIRI |
| iii. Shifting of date of start in case of delay in handing over of site | : | Executive Engineer/ Executive 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 5**

CLAUSE 6

Measurement Book

Clause applicable, 6

- (i) For works having estimated cost more than Rs 15 Lakh – Clause 6
- (ii) For works having estimated cost Rs. 15 Lakh or less – Contractor’s option of Clause 6 or to be exercised at the time of Tender Submission

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.

: Running Account Bills to be submitted by Contractor

CLAUSE 7 A

Whether clause 7A shall be applicable : *Yes.*
No running account bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-charge.

CLAUSE 10 A

: **As required by Engineer-In- Charge**

CLAUSE 10B (II)

Whether Clause 10 B (ii) shall be applicable : **Not Applicable**

CLAUSE 10 C

Component of labour expressed as percent of value of work : **Not Applicable**

CLAUSE 10 CC

: **Not Applicable**

CLAUSE 11

Specification to be followed for execution of work : **For ELECTRICAL WORKS**

CPWD General Specifications for Electrical works:

Part I Internal 2013

Part II External 1994

Part IV Substations 2013

Up-to-date Corrections Slips

: **For CIVIL WORKS**

CPWD Specifications (Civil)

Volume I-2019 & Volume II-2019

with up-to-date corrections slips

CLAUSE 12

Authority to decide deviation upto 1.5 times of tendered amount : Executive Engineer/Executive Director, AIIMS Mangalagiri.

12.2&12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work : As per CPWD Works Manual-2023 and Standards of Procedure to CPWD Works Manual 2023

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) : As per CPWD Works Manual-2023 and Standards of Procedure to CPWD Works Manual 2023

(ii) Deviation Limit for items mentioned in earth work subhead of DSR and : As per CPWD Works Manual-2023 and Standards of Procedure to CPWD Works Manual 2023

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 : As required by Engineer -in- Charge Executive Engineer/ Executive Director, AIIMS MANGALAGIRI

CLAUSE 19 C : Engineer- in charge (Executive Engineer)

CLAUSE 19 D : Engineer- in charge (Executive Engineer)

CLAUSE 19 G : Engineer- in charge (Executive Engineer)

CLAUSE 19 K : Engineer- in charge (Executive Engineer)

CLAUSE 19 L : Not Applicable

CLAUSE 25

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

CLAUSE 32

Requirement of Technical Representative(s) and recovery Rate : Applicable

The Contractor is allowed to sublet manpower with the prior approval from Engineer-In-Charge / Executive Engineer (Civil)

S. No.	Staff	Shift	Shift Timing	Person	Duty Hours	Recovery Rate
1.	Skilled Plumbers	Morning Shift	06 AM to 02 PM	01	8hrs x365 days	Rs.1000
		Evening Shift	02 PM to 10 PM	01	8hrs x365 days	Rs.1000
		Night Shift	10 PM to 06 AM	02	8hrs x365 days	Rs.1000
		General Shift	09 AM to 06 PM	02	Monday to Saturday	Rs.1000
2.	Skilled Carpenters	Morning Shift	06 AM to 02 PM	01	8hrs x365 days	Rs.1000
		Evening Shift	02 PM to 10 PM	01	8hrs x365 days	Rs.1000
		General Shift	09 AM to 06 PM	02	Monday to Saturday	Rs.1000
3.	Skilled Mason	General Shift	09 AM to 06 PM	02	Monday to Saturday	Rs.1000
4.	Beldar	Morning Shift	06 AM to 02 PM	02	8hrs x365 days	Rs.1000
		Evening Shift	02 PM to 10 PM	02	8hrs x365 days	Rs.1000
		Night Shift	10 PM to 06 AM	02	8hrs x365 days	Rs.1000
		General Shift	09 AM to 06 PM	02	Monday to Saturday	Rs.1000

LIST OF BUILDINGS & SERVICES IN AIIMS MANGALAGIRI CAMPUS

1. Out Patient Block
2. In Patient Block including Emergency, Logistics & Kitchen
3. Mortuary
4. Bio-Medical Waste Building
5. Aayush Block
6. Medical College Block-1
7. Medical College Block-2
8. Nursing College Building
9. Administrative Block
10. Auditorium
11. UG Male Hostel – 1
12. UG Male Hostel – 2
13. UG Female Hostel
14. PG Female Hostel
15. PG Male Hostel
16. Nursing Female Hostel
17. Nursing Male Hostel
18. PG Married Hostel
19. UG Amenity Center
20. PG Amenity Center
21. Badminton Court
22. Type II – Block A
23. Type II – Block B
24. Type III - Block
25. Type IV - Block
26. Type V - Block
27. Director Residence
28. Guest House
29. ESS – 1 (33/11 kV Main Receiving Substation)
30. ESS – 2 (11kV/433 V IPD Substation)
31. ESS – 3 (11kV/433 V OPD Substation)
32. ESS – 4 (11kV/433 V Hostels Area Substation)
33. ESS – 5 (11kV/433 V Residential Area Substation)
34. HVAC Plant - 1 for IPD & Academic Building
35. HVAC Plant - 2 for OPD & Ayush Building
36. Under Ground Tank (UGT) for IPD & Academic Buildings
37. Under Ground Tank (UGT) for OPD & Aayush Buildings
38. Under Ground Tank (UGT) for Hostels, Guest House, Director and Residence Buildings
39. Dharamshala Building
40. 500 KLD Sewage Treatment Plant (STP) Building
41. 1200 KLD Sewage Treatment Plant (STP), 100 KLD Effluent Treatment Plant (ETP) Building & 15 KLD Effluent Treatment Plant (ETP) Building
42. NDRF Sheds
43. 2.5 MLD Water Treatment Plant (WTP) Building
44. Security Cabins at East Gate (Towards Vijayawada)
45. Security Cabins at West Gate (Towards Mangalagiri)
46. Sewer Lines across the AIIMS Mangalagiri Campus
47. Storm Water Lines across the AIIMS Mangalagiri Campus
48. Plumbing Lines of Domestic Water Distribution system across the AIIMS Mangalagiri Campus
49. Plumbing Lines of Treated Water Distribution system across the AIIMS Mangalagiri Campus
50. Effluent Lines across the AIIMS Mangalagiri Campus
51. New UG Male Hostel
52. New Super Market

Original Equipment Manufacturer (OEM) Authorization Form

To
The Executive Engineer (Electrical),
All India Institute of Medical Sciences Mangalagiri

NIT Reference No.:

Name of the work: 24/7/365 Day-to-Day Operations & Maintenance contract and Comprehensive Annual Maintenance contract of 500 KLD Sewage Treatment Plant installed at All India Institute of Medical Sciences (AIIMS), Mangalagiri, Guntur, Andhra Pradesh

Dear Sir/ Madam,

We _____ (Name of the OEM/ OEM Authorized service provider) are the original manufacture of the above equipment having registered office at _____ (Full address with Telephone No.)
_____ do hereby declare to give maintenance support to _____ through M/s _____ who is participating in the NIT no. _____ of AIIMS Mangalagiri. We also hereby declare that we have the capacity to provide the spare parts of the equipment in stipulated time and also provide service to it.

Name:

For and on behalf of M/s.

Yours Faithfully,

(Name of the manufacturer)

Place:

Date:

Note: This letter of authority should be on the letter head of the OEM and shall be signed by a authorized person from OEM of M/s. Ion Exchange (India) Limited.