अखिल भारतीय आयुर्विज्ञान संस्थान, मंगलगिरी

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI

Guntur, Andhra Pradesh - 522503

A CAB under Ministry of Health & family Welfare, Government of India

Tender No. AIIMS MG/Engineering/Tender/2021-22/03/Gas pipeline-labor room & NICU

NAME OF WORK:	"Provision of medical gas pipe line with accessories at labor room and NICU wards in Ayush Building AIIMS, Mangalagiri. "
ESTIMATED COST:	Rs. 16,62,866/-
EARNEST MONEY:	EMD Declaration Form (Annexure – H)
CONTRACT PERIOD:	Total completion period shall be 21 days, However, the job is to be completed with 07 days of procurement of all material.

Notice Inviting e-Tender

Disclaimer: This Tender is not an offer by the All-India Institute of Medical Sciences, Mangalagiri but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of AIIMS, Mangalagiri with the vendor/ bidder.

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NICU wards in Ayush Building AIIMS, Mangalagiri.

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INSTRUCTIONS FOR ONLINE BID SUBMISSION

Superintending Engineer, on behalf of Director, AIIMS Mangalagiri invites E-Bids in Twopart Bid System (i.e., Techno-Commercial and Price Bid) from Experienced & eligible bidders online through E-procurement portal https://eprocure.gov.in/ on mutually agreed terms and conditions and satisfactory performance for: – Provision of medical gas pipe line with accessories at labor room and NICU wards in Ayush Building AIIMS, Mangalagiri. More information useful for submitting online bids on the CPP Portal may be obtained at

https://eprocure.gov.in/

1. REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <u>https://eprocure.gov.in/</u>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- b) As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.
- e) 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.
- f) 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.

2 <u>SEARCHING FOR TENDER DOCUMENTS</u>

- a) 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.
- b) 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.
- c) 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.

3 PREPARATION OF BIDS

a) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.

- b) 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.
- c) 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, 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.

4. <u>CORRIGENDUM</u>

- a) At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
- b) Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- c) Corrigendum will be notified through <u>https://eprocure.gov.in/eprocure/app</u> and website of AIIMS Mangalagiri.

5. <u>SUBMISSION OF BIDS</u>:

- a) 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.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, 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.
- e) 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 coloured (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.
- f) 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 upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- g) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h) All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.
- i) Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- j) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- k) 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.
- 1) 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.

6. ASSISTANCE TO BIDDERS

- a) 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.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

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

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI

(a)	Name of Work	Provision of medical gas pipe line with accessories at labor room and NICU wards in Ayush Building AIIMS, Mangalagiri
(b)	Tender No.	AIIMS MG/Engineering/Tender/2021-22/03/Gas pipeline-labor room & NICU
(c)	Contract Period	Total completion period shall be 21 days, However, the job is to be completed with 07 days of procurement of all material.
(d)	Estimated Cost	Rs. 16,62,866
(e)	Earnest Money Deposit (Mandatory to submit EMD Declaration form.)	EMD Declaration Form (Annexure – H)
(f)	Performance Guarantee	3% of Tendered value.
(g)	Security Deposit	2.5% of the Tendered Value.
(h)	Tender documents may be seen on	AIIMS web site <u>http://aiimsmangalagiri.edu.in</u> and CPPP site <u>https://eprocure.gov.in/eprocure/app</u>
(j)	Last Date & Time of Submission	By 27.01.2022 UP TO 15:00 Hours through online.
(k)	Date & Time for opening of technical bid	On 28.01.2022 at 15:10 Hours.

NOTICE INVITING e-TENDER

- 1. The indenting Bidder must read the Terms & conditions carefully. He/ She should only submit bid if consider himself/herself eligible and bidder in possession of all the documents required.
- 2. Information and Instructions for bidders posted on website shall from part of bid document.
- 3. The Bid documents consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms &conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website http://aiimsmangalagiri.edu.in or http://eprocure/app.
- 4. For any further assistance, please contact to the office of Executive Engineer, ee_civil@aiimsmangalagiri.edu.in

Superintending Engineer, For & On Behalf of Director, AIIMS Mangalagiri

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

Superintending Engineer ,on behalf of Director, AIIMS, Mangalagiri invites online Percentage Rate bids in Two bid system (Technical cum Eligibility & Financial) from registered contractors of appropriate list of CPWD, M.E.S., BSNL, Railway, State Govt., Autonomous bodies, for the following work(s):-

Sl. No.	Description	Details
(a)	NIT No.	AIIMS MG/Engineering/Tender/2021-22/03/Gas pipeline-labor room & NICU
(b)	Name of Work:	Provision of medical gas pipe line with accessories at labor room and NICU wards in Ayush Building AIIMS, Mangalagiri
(c)	Estimated Cost	Rs. 16,62,866
(d)	Earnest Money (Mandatory to submit EMD Declaration Form.)	EMD Declaration Form (Annexure – H)
(e)	Period of Completion	Total completion period shall be 21 days, However, the job is to be completed with 07 days of procurement of all material.
(f)	Last Date &Time of Submission	By 27-01-2022 UP TO 15:00 Hours through online.
(g)	Date & Time for opening of Technical bid	On 28-01-2022 at 15:10 Hours.

- 1. The intending bidder must read the terms and conditions of Tender document carefully. Bidder may submit bid having all required documents.
- 2. Intending bidders shall have to register at CPPP portal to participate in the tendering process. For details kindly visit website <u>http://www.eprocure.gov.in/eprocure/app</u> or In case the bidder requires any elucidation regarding the tender documents, may contact to the office of Engineering Department, AIIMS Mangalagiri before the opening of tender date.
- 3. For e-tendering of this tender, downloaded from AIIMS Mangalagiri website and Central Public Procurement Portal (CPPP) e-Procurement website.
- 4. The intending bidders must have valid class-III digital signature to submit the bid. <u>Manual bid shall not be accepted in any circumstance.</u> The complete bidding process is online bidding; Bidder should have valid digital Signature Certificate (DSC) for online submission of bids.
- 5. The bid document consisting of plans, specifications, 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 documents can be seen and downloaded from website http://www.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. <u>Performance Guarantee:</u> The successful contractor will be required to furnish a Performance guarantee of 3% (Three Percent) of Tendered Value after receiving notification of award in the form of <u>an account payee demand draft. fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India</u> in the name of the "All India Institute of Medical Sciences, Mangalagiri" which shall be kept valid for a period of Six (06) months beyond completion of all the contractual obligations. The Performance Guarantee can be forfeited in the event of any breach or negligence or non-observance of any condition of contract. Performance Security will be released after successful completion of work under the contract. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.

15. Sources and Verification of Bank Guarantees

Bank Guarantee for Bid Security (EMD) or 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:

- i. BG shall be as per the prescribed formats;
- ii. The BG contains the name, designation and code number of the Bank officer(s) signing the guarantee(s);
- **iii.** The address and other details (including telephone no.) of the controlling officer of the bank are obtained from the branch of the bank issuing the BG (this should be included in all BGs). The confirmation from the issuing branch of the bank is obtained in writing though registered post/ speed post/ courier. The bank should be advised to confirm the issuance of the BGs specifically quoting the letter of Procurement Entity on the printed official letterhead of the bank indicating address and other details (including telephone nos.) of the bank and the name, designation and code number of the officer(s) confirming the issuance of the BG; Pending receipt of confirmation as above, confirmation can also be obtained with the help of responsible officer at the field office, which is close to the issuing branch of the bank and forward the confirmation report to the concerned procurement entity.
- 16. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general 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.
- 17. The Tender paper/documents can be seen / downloaded from Official website & submitted through Online or Site.
- 18. The competent authority on behalf of the Director, AIIMS, Mangalagiri does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- 19. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.

- 20. The Competent Authority, The Engineer-In-Charge, reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 21. The contractor shall not be permitted to bid for works in the AIIMS, Mangalagiri responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the AIIMS, Mangalagiri. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- 22. The bid for the works shall remain open for acceptance for a **period of 90 days** from the date of opening of bids.
- 23. This notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the Accepting Authority shall **within 15 days** from the stipulated date of start of the work, sign the contract consisting of "The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, GCC, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

24. Eligibility of Bidder

- a) Bidders /Contractor should have registration with Govt./ Semi govt. organization like CPWD, Railways, MES, PSUs state govt., Autonomous bodies in appropriate class/ experienced specialized firms and /or agency have experience in carrying out similar specialized works
- b) Average Annual Financial turnover during the last 3 years, ending 31st march of the previous financial year, should be at least 30% of the estimated cost.
- c) The bidder should have satisfactorily completed the works as mentioned below during the last seven years prior to the last stipulated date for submission of the bid.

At least three similar or completed OT specialized works each of value not less than 40% of the estimated cost put to tender.

OR

At least two similar completed OT specialized works each of values not less than 50% of the estimated cost put to tender.

OR

At least one similar completed OT specialized works of values not less than 80% of the estimated cost put to tender, should have been completed in Ministries / Departments/ Autonomous Bodies/ public Sector Undertaking under Government of India or State Govt.

- d) All eligible bidders meeting the eligibility can participate in the tender. The applicant should be a private or government-owned legal entity;
- e) For package size exceeding certain values [say Rs. 10 (ten) Crore], Joint Ventures may be allowed. Maximum number of partners in Joint Ventures shall be limited (say

- three). In case of Joint Ventures, all the partners shall be jointly and severally liable for the successful completion of the work;

- f) A firm that has been engaged by Ministry/ Department to provide consultancy services for the preparation or implementation of a project, and any of its affiliates (associates, Subsidiary, Joint Ventures partner), shall not be eligible for subsequently providing goods or works (other than a continuation of the firm"s earlier consultancy services) for the same project;
- g) A firm determined non-performing by the Procuring Entity shall not be eligible to bid during the period so determined;
- h) The bidder must not have in his employment:
 - i) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons involved in decision making in the procurement.
 - ii) Without Government permission, any person who retired as gazette officer within the last two years of the rank and from the departments.
- i) Goods and services Tax (GST)

25. Signing of bid document:

- a) If the bidder is an individual, the bid shall be signed by him above his full type written name and current address.
- b) If the bidder is a proprietary firm, the bid shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
- c) If the bidder is a firm in partnership, the bid shall be signed by all the partners of the firm above their full type written names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- d) If the bidder is a limited company or a corporation, the bid shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
- 26. In the bid documents the word / sentence shall be read as under :-
 - (i) President of India Director, AIIMS, Mangalagiri or vice-versa.
 - (ii) The terms Director General includes CPM/ADG region/ SDG PR Special Director General / Additional Director General and CPM/ Chief Engineer of the Zone - The terms Director General includes Director/Superintending Engineer/Executive Engineer, AIIMS, Mangalagiri.
 - (iii) CPWD AIIMS, Mangalagiri or vice versa.
- 27. Any dispute or difference arising out of this contract or in connection therewith which cannot be amicably settled between the parties shall be finally settled under the rules of council of Arbitration of India by one or more arbitrator appointed in accordance with the said rules. The arbitration shall take place at Vijayawada/Guntur (Andhra Pradesh) and the resulting award shall be final and binding upon the parties and shall be in lieu of any other remedy.

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

4	EMD in the form of <u>an account payce demand draft, fixed deposit receipt from</u> <u>a commercial bank, bank guarantee issued/ confirmed from any of the</u> <u>commercial bank in India</u> in the name of the "All India Institute of Medical Sciences, Mangalagiri"
2	Enlistment Order for the Contractor (as per page no-07)
3	Letter of transmittal (Annexure-A)
4	Vendor Details as per (Annexure-B)
5	Structure & Organization (Annexure-C)
6	Declaration by Bidder (Annexure-D)
7	Acknowledgement & Acceptance Letter (Annexure-F)
8	Consent Letter(Annexure-G)
9	EMD Declaration Form (Annexure – H)
10	GST Registration Certificate
11	Registration Certificate of EPFO & ESIC

Physical submission of documents by lowest bidder.

Self-attested copy of all the scanned and uploaded documents as specified in press notice/ CPWD-6, anywhere in the NIT shall have to be submitted by the lowest bidder with in a week (The week includes the day of opening of bid).

> <u>Superintending Engineer,</u> For & On Behalf of Director, AIIMS Mangalagiri

LETTER OF TRANSMITTAL

From:

To The Superintending Engineer, AIIMS, Mangalagiri.

Subject: Provision of medical gas pipe line with accessories at labor room and NICU wards in Ayush Building AIIMS, Mangalagiri in Procedure Room in Ayush block, AIIMS Mangalagiri

Sir,

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

- 1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to H (except E) 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)

Seal of bidder

Date of submission:

Annexure-B

FORM FOR DETAILED INFORMATION BY BIDDER (Vendor Details)

1.	Name of the Bidder
2.	Permanent Account No (PAN)
3.	Particulars of Bank Account
	a) Name of the Bank
	b) Name of the Branch
	c) Branch Code
	d) Address
	e) City Name
	f) 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)

Annexure-C

STRUCTURE & ORGANISATION

1. (a) Name

- (b) Address of the bidder
- 2. (a)Telephone no.
 - (b) Telex no.
 - (c) Fax no.
 - (d) E-mail

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

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

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

Organization/Place of registration

Registration No.

- 1.
- 2.
- 3.

5. 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.....

E-Mail: _____

Contractor

(Sign with Seal)

INTEGRITY PACT

To,

Sub: Provision of medical gas pipe line with accessories at labor room and NICU wards in Ayush Building AIIMS, Mangalagiri."

F. No. AIIMS MG/Engineering/Tender/2021-22/03/ gas pipe line-labor room & NICU for the work of "

Dear Sir,

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

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

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

Yours faithfully,

Superintending Engineer, AIIMS Mangalagiri

ACKNOWLEDGEMENT & ACCEPTANCE LETTER

To,

The Superintending Engineer, AIIMS Mangalagiri.

Sub: Submission of Tender for the work "Provision of medical gas pipe line with accessories at labor room and NICU wards in Ayush Building AIIMS, Mangalagiri."

Dear Sir,

I / We acknowledge that AIIMS 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 e-Tender is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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

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

Yours Faithfully

(Duly authorized signatory of the Bidder)

CONSENT LETTER

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 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 and I/We am/are agree to made recovery of amount as per clause 32 of GCC for each running and final bill for not producing measurement and bill. 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 E-In-C. All Analysis of rates for Extra, Substitute, 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 before execution of work or otherwise the same will be prepared by the department and will be bound to me/us.

I/We will maintain all the registers etc. as mentioned in General Condition of Contract for workers and employees. The registers will be presented to Engineer In-charge or his authorized representative for verification from time to time.

I/we will also engage suitable and skill Engineer(s) for the work as per condition of work.

I further certify that the above particulars pertaining to me are correct.

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

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

Signature of contractor with Seal

Annexure-H

EMD Declaration Form

Date:

To, Superintending Engineer, AIIMS Mangalagiri.

Ref: AIIMS MG/Engineering/Tender/2021-22/03/gas pipe line-labor room & NICU

Dear Sir,

I/we accept that I/We may be disqualified/debarred from bidding for any contract with you for a period of one year from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because

I/We have withdrawn/modified/amended from the tender, my/our Bid during the period of bid validity specified in the NIT; or

having been notified of the acceptance of our Bid by the purchaser during the period of bid validity.

- i. fail or reuse to execute the contract, if required, or
- ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders

The validity of this declaration will remain till the announcement of the name of the successful Bidder & if, I am/we are not the successful Bidder.

Yours faithfully,

(Signature of Bidder with seal)

Place:

Proforma for Earnest Money Deposit Declaration (Form F)

Whereas, I/We.....(name of agency) have submitted bids for Provision of medical gas pipe line with accessories at labor room and NICU wards in Ayush Building AIIMS, Mangalagiri

I / We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1) If after the opening of tender, I / We withdraw or modify my / our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents.

OR

(2) If, after the award of work, I / We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I / We shall be suspended for one year and shall not be eligible to bid for AIIMS Mangalagiri tenders from date of issue of suspension order.

Signature of the contractor(s)

TO BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT /AUTHORIZED TO SIGN THE RELEVANT CONTRACT ON BEHALF OF AIIMS <u>Mangalagiri</u>

INTEGRITY AGREEMENT

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

BETWEEN

Director, AIIMS Mangalagiri represented through Superintending Engineer, AIIMS Mangalagiri

'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

AND

Preamble

WHEREAS the Principal / Owner has floated the Tender (No:- AIIMS MG/Engineering/Tender/2021-22/03/Gas pipeline-labor room & NICU) (hereinafter referred to as "Tender / Bid") and intends to award, under laid down organizational procedure, contract for : Provision of medical gas pipe line with accessories at labor room and NICU wards in Ayush Building AIIMS, Mangalagiri. Herein after 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

- a) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - i) 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
 - ii) 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.

- iii) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- b) 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)

- a) 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.
- b) 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:
- c) 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.
 - i) 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.
 - ii) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iii) 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 participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - iv) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all

payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- d) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- e) 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.
- f) 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:

a) 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

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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.

- b) 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.
- c) Criminal Liability: If the Principal / Owner obtains knowledge of conduct of a Bidder

or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- a) 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.
- b) 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/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- c) 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

- a) 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 Subcontractors/sub-vendors.
- b) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- c) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

a)

- 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.
 - b) Changes and supplements need to be made in writing. Side agreements have not been

made.

c) 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.

- d) 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 intensions.
- e) 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 thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIORRIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this 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 **Provision of medical gas pipe line with accessories at labor room** and NICU wards in Ayush Building AIIMS, Mangalagiri

E-TENDER

I / We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specification 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 Director, AIIMS Mangalagiri within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing 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 respect of 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. 8100.00 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 said President of India or his successors, in office 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 President of India or his successors in office 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 forever. 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 Deposit/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 there from 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 le behalf of the AIIMS Mangalagiri for	etters mentioned hereunder) is accepted by me for and on a sum of*
(Rupees*******)
The letters referred to below shall for	m part of this contract Agreement: -
a)	*
b)	
c)	
	For & on behalf of the AIIMS Mangalagiri.
	Signature
Dated	Designation

GENERAL PARTICULAR

- 1. Name of Work:" Provision of medical gas pipe line with accessories at labor room and NICU wards in Ayush Building AIIMS, Mangalagiri For all items of Civil/Electrical/AC&R/Horticulture;- 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contactor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shell be paid.
- 6. The work shall be carried out in a manner complying in all respects with the requirements of relevant by e 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.
- 7. 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, the same would be disposed at risk & cost of contractor.
- 8. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall not be allowed to erect any temporary set up for staff in the campus.
- 9. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.
- 10. All required register will be issued by Engineer-in-Charge/Executive Engineer duly marked in chronological order but the contractor will have to arrange all such registers/stationery etc. Nothing extra shall be paid on this account.
- 11. The contractor shall have registration with Employee's Provident Fund commissioner and Employee's state Insurance Corporation for safe guarding interest of his workmen. He shall obtain all other necessary approvals from statutory bodies as per law in vogue.
- 12. All T&P, scaffoldings, ladders/Hydra etc., instruments/meters for maintenance, consumable and Contingent Articles required for execution of the work shall be arranged by the contractor.
- 13. The contractor shall make all safety arrangement required for the labour engaged by him 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 contractor"s staff. No claim in this regard shall be entertained / accepted by the department. Also Contractor is responsible to the damage caused to any man/material other that his team during execution and AIIMS will not be responsible for that.

- 14. Contractor shall be fully responsible for any damages caused to govt. property or allotter"s property by his or his labor in carrying out the work and shall be rectified by the contractor at his own cost.
- 15. GST and other Taxes as applicable shall be recovered/ paid from the contractor"s bill as per Govt. of India/AIIMS Rules.
- 16. Chases, holes & drilling works etc. shall be done using power operated tools in the cost of Contract. No extra will be paid for the same.
- 17. The agency shall restore back the premises and other articles provided by the department to the department at the time of closure of the contract.
- 18. In the case of discrepancy between the schedule of quantities, the Specifications and/or the Drawings, the following order of preference shall be observed :-
 - (a) Description of schedule of quantities.
 - (b) Additional specifications and special conditions, if any.
 - (c) Contract clauses of General conditions of contract for Central P.W.D. works. (iv) CPWD specifications.
 - (d) Architectural drawings.
 - (e) Indian standards specifications/ BIS. (vii) Sound engineering practice. Any reference made to any Indian standards specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
- 19. The contractor and /or his authorized agent should see the site order book every day and get the compliance of instruction given by the JE/AE/Engineer-in-charge (E-I/C) as per time schedule.
- 20. The contractor will not pitch up tents for laborers, materials and his stores etc.
- 21. No permanently / temporary huts / structures shall be constructed by the contractor at the site of work or at any government land / premises. Such structures, if any, found at the site or at AIIMS, Mangalagiri land shall be demolished and removed at the cost of the agency without any notice.
- 22. Any damage to the building structure, fittings or any other articles etc. done by the contractor or his workman during the execution of the work shall be made good by the contractor at his own cost.
- 23. The contractor shall clear the site properly after the completion of the work.
- 24. The Agency shall be solely responsible for compliance to the provisions of various Labor and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, 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 variousLaws / Acts, including but not limited to with their re-enactments / amendments / modificationsetc.
 - (a) The Payment of Wages Act 1936.
 - (b) The Employees Provident Fund & MP Act, 1952.
 - (c) The Contract Labor (Regulation) Act, 1970.
 - (d) The Payment of Bonus Act, 1965.
 - (e) The Payment of Gratuity Act, 1972.
 - (f) The Employees State Insurance Act, 1948.
 - (g) The Employment of Children Act, 1938.

- (h) The Motor Vehicle Act, 1988.
- (i) Minimum Wages Act, 1948.
- 25. Breach of Terms and Conditions: Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the 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.
- 26. **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. The decision of the Arbitrator shall be final and binding on the both parties.
- 27. **Dispute Settlement:** It is mutually agreed that all differences and disputes arising out of or in connection with this agreements 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.
- 28. 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.
- 29. 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.
- 30. The contractor shall furnish the manufacturer's certificate that the material supplied satisfy the requirements of the relevant specifications.
- 31. 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 department. 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.
- 32. Rejected materials shall have to be removed by the contractor at his own cost at once.
- 33. In case of any dispute regarding rejection of quantity of materials the decision of Engineerin- Charge shall be final and binding upon the contractor.
- 34. Conditional tenders are liable to be summarily rejected.

Composite register issued by Engineer-In-charge must be maintained by representative of E-I-C and contractor both. The contractor or his representative is bound to sign the Composite register as and when required by the Engineer-in-Charge and to comply with the remarks therein.

Annexure I

FORM OF EARNEST MONEY DEPOSIT

(Bank Guarantee Bond)

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineerin-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.

SIGNATURE OF THE BANK

DATE

WITNESS	
	•••••

SEAL (SIGNATURE, NAME AND ADDRESS)

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

FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE

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

To Superintending Engineer, AIIMS Mangalagiri

Dear Sir,

In c	onsideration of	the AIIMS	MANGALA	AGIRI, h	aving	offered to e	except the te	erms and
cond	litions of	the	proposed	agre	ement	betwee	en	&
M/S			(her	einafter	referre	ed to as "the	said Contra	ctor (s)",
whic	ch expression							
	1					C ,	Contract	
	in	terms inter	alia, of	the		Letter No	0.	
date	da							on of the
Con	tractor's furnisl	hing Security	for the pe	erforman	ce of	the Contrac	tor's obligat	ions and
discl	harge of the Co	ontractor's liab	ility under	and in co	onnect	ion with the	said Contra	ct upto a
sum	-	Rs	•					(Rupees
			only	y) amou	nting	to	percent of	the total
Con	tract value.				-		-	
1) 1	We,					(hereinaf	ter called `T	'he Bank'
V	which expression	on shall includ	e its succes	ssors and	assig	nees) hereby	jointly and	severally
	indertake to gu							
V	vriting and with	hout protest of	demur or	any and a	all mo	neys payable	e by the Con	tractor to
t	he Employer in	n respect of c	r in connee	ction wit	h the	said Contrac	t inclusive of	of all the
I	Employer's loss	es and damag	es and costs	s, (inclusi	ive bet	ween attorne	ey and client) charges
	and expenses ar	U					•	, U
	of demand mad			-		-	-	•
	nggregate	limit	-	of			U	
						only).		
2	Va		Dault I tal	frantla an		that the En		1 1 1.

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.
- 2) 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.
- 5 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 & shall be payable by the Bank to The Employer in terms hereof.
- 6 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
- 7 This guarantee is valid till (date to be mentioned) (Sixty days beyond the stipulated date of completion or the extended period, thereof)
- 8 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.
- 9 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.
- 10 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.
- 11 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.
- 12 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_____20

For and on behalf of Bank.

Issued under seal

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

Wherever any reference to any Indian Standard Specifications of BIS or other international standards of ASTM/BS/EN occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.

The contractor shall work according to the programme of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a programme of the work within 07 days from the stipulated date of start of the work based on computer software and shall update the same every fortnight.

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.

If as per Municipal or prevailing rules of the secured campuses owned by paramilitary forces, Institutions etc, the huts for labour are not to be erected at the site of work by the contractors, the contractors shall provide such accommodation at such locations as are acceptable to local bodies with all provisions concerning labour safety & sanitation as contained in the relevant clause of the contract, for which nothing shall be payable.

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.

The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-7/8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.

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.

The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.

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.

Cast iron pipes and fittings without ear shall be used. However, pipes and fittings with ears may be accepted without any extra payment. In such cases, clamps are not required and no extra payment shall be made for fixing the pipes in a different manner.

Any cement slurry added over base surface for bond or for continuation of concreting, for protecting reinforcement bars, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.

Stacking of materials and excavated earth 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.

No claim for idle establishment &labour, machinery & equipment, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.

Only Star headed Stainless Steel screws shall be used unless otherwise specified.

Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.

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.

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.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the 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.

2. RATES

The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Engineer in charge, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.

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

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

All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and

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

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

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

3. 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.

4. INSPECTION OF WORK

In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the Engineer-In-Charge, AIIMS Mangalagiri and other senior officers of AIIMS Mangalagiri and his authorized representative. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-Charge or other officers as stated above to visit the works shall have been given to the Contractor, either himself be present to receive the orders and instructions or have a responsible Site Engineer duly accredited in writing, to be present for that purpose Senior Officers of AIIMS Mangalagiri Authorities shall also be inspecting the on-going work at site at any time with or without prior intimation.

5. CO-OPERATION WITH OTHER CONTRACTORS/SPECIALIZED AGENCIES/SUB-CONTRACTORS

The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general .The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipment's for execution of the work, so as to cause minimum environmental pollution of any kind during construction. Further, the Contractor shall take all precautions to abide by the environmental related restrictions imposed by Andhra Pradesh Pollution control board, Govt. of Andhra Pradesh.

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

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

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

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

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

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

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

6. SAFETY MEASURES AT CONSTRUCTION SITE

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

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

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

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

7. FIELD TESTING INSTRUMENTS

(Following instruments in sufficient quantity as directed by the Engineer- in- Charge shall be made available by the contractor. It shall be ensured that the instruments always remain in serviceable condition else the same will be replaced. In case of non-availability of instrument Engineer-In-Charge will purchase the same and the invoice amount will be deducted from the bill and will be bound to contractor in the interest of work.

- a) Steel tapes -3 m / 5 m / 7.5 m / 15 m / 30 m
- b) Vernier Callipers.
- c) Micrometre screw 25 mm gauge.
- d) A good quality plumb bob.
- e) Spirit level, minimum 30 cm long with 3 bubbles for horizontal vertical.
- f) Wire gauge (circular type) disc.
- g) Foot rule.
- h) Long nylon thread.
- i) Rebound hammer for testing concrete
- j) Dynamic penetrometer.
- k) Magnifying glass
- 1) Screw driver 30 cm long
- m) Ball pin hammer, 100 gm.
- n) Plastic bags for taking samples
- o) Moisture meter for timber
- p) Earth resistance tests
- q) Total station
- r) Mustimeter,
- s) Meggar
- t) Refrigerant Leak detector
- u) Pipe Bender
- v) Thermometer
- w) Hygrometer
- x) CFM Meter
- y) Step Ladder
- z) Cordless drill
- 8. THE CONTRACTOR SHALL SUBMIT "METHOD STATEMENT" FOR THE APPROVAL SOON AFTER THE AWARD OF WORK

"Method Statement" is a statement by which the construction procedures for important activities of construction are stated, checked and approved. Method Statement shall have description of the item with elaborate procedures in steps to implement the same. The specification of the materials involved their testing and acceptance criteria, equipments to be used, precautions to be taken, mode of measurements etc.

9. TESTING OF MATERIALS

The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing unless specified otherwise. In all cases cost of samples and to & fro carriage shall be borne by the contractor. Contractor shall establish a laboratory at site of work at his own cost. The laboratory shall be equipped with all necessary equipment as per requirement of specification or as per direction of Engineer-in-Charge. A list of laboratory equipment to be maintained by the contractor is enclosed at Para 13 page 40 & 41. Establishing the laboratory at site shall not absolve the contractor from fulfilling the criteria of getting the test done in independent approved laboratories as per DG, CPWD, O.M. No. DG/MAN/308 dated 29.05.2014. The decision of the Engineer-in-Charge of allowing any test in the site laboratory shall be final.

Even ISI marked materials may be subjected to quality test at the discretion of the Engineerin-Charge besides testing of other materials as per the specifications described for the item/material. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-Charge, furnish manufacturer test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfy the provisions of IS codes relevant to the material and/or the work done.

Substandard Material/Work: In case any material/work is found substandard the same shall be rejected by the Engineer-in-Charge and the same shall be removed from the site of work within 48 hour, failing which the same shall be got removed by the Engineer-in-Charge at the risk and cost of the contractor without giving any further notice and time.

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

(PART - I)

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

	latter we and date	Extension granted	
	letter no. and date	Months	Days
(a) 1st extension			
(b) 2nd extension			
(c) 3rd extension			
d) 4th extension			
(e) Total extension previously			
given			

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

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

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

Days

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

Signature of contractor

Dated:....

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

- 1. Name of contractor
- 2. Name of work as given in the agreement
- 3. Agreement no.
- 4. Estimated amount put tender
- 5. Date of commencement of work as per agreement
- 6. Period allowed for completion of work as per agreement
- 7. Date of completion stipulated in agreement
- 8. Rescheduling of milestones done previously

Milestone No. Already Rescheduled	Letter No. and Date	Rescheduling Of Milestones DoneOriginal DateRescheduled Date		
	Letter 100. and Date			
(A) 1st Milestone				
(B) 2nd Milestone				

Rescheduling of milestone applied for

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

Submitted to the Sub Divisional Officer

Signature of Contractor

Dated

GUARANTEE BOND TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

The Agreement made this day of two thousand and between son of of (hereinafter called the Guarantor of the one part) and the Director, AIIMS Mangalagiri (hereinafter called Government of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated and made between the GUARANTOR of the one part and the Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for five years from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- (a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
- (c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water-proof to the satisfaction of the Engineer-in-Charge at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S cost and risk. The decision of the Engineer- in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if GUARANTOR fails to execute the water proofing or commits breach thereunder then the GUARANTOR will indemnify the principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor.....and by and for and on behalf of the Director, AIIMS Mangalagiri on the day, month and year first above written. Signed, sealed and delivered by OBLIGOR in the presence of

1.

2.

Signed for and on behalf of Director, AIIMS Mangalagiri by in the presence of

1.

NO CLAIM CERTIFICATE

(On company letterhead)

To,

Superintending Engineer, AIIMS Mangalagiri

Name of Work-

Agreement No. -

Sub: No claim declaration / certificate

Yours faithfully,

Signatures of contractor

or Officer authorised to sign the contract documents

on behalf of the contractor

(Company stamp)

Date:

Place:

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities : As per enclosed BOQ

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sr. No.	Description of Item	Quantity	0	lace of Issue	
1	2	3	4	5	
	Nil				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Sr. No.	Description	Hire charges per day	Place of issue	
1	2	3	4	
Nil				

SCHEDULE 'D' Extra schedule for specific requirements / document for the work, if any.	As per Tender documents
SCHEDULE 'E' Reference to General Conditions of contract:	GCC 2020, Construction work , CPWD form 7 as modified & corrected up to previous day of the last date of submission of tender
Name of work	Provision of medical gas pipe line with accessories at labor room and NICU wards in Ayush Building AIIMS, Mangalagiri
Estimated cost of work	Rs. 16,62,866/-
Earnest money	NIL (As per O.M. No. DG/CON/Misc/13 dated 23.11.2020
Performance guarantee	3% of tendered value (As per O.M. No. DG/CON/Misc/14 dated23.11.2020
Security deposit	Nil
SCHEDULE 'F'	
GENERAL RULES & DIRECTIONS: Officer inviting tender	Superintending Engineer, AIIMS Mangalagiri

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3:	See under Clause 12	
DEFINITIONS:		
2(v) Engineer-in-Charge	Superintending Engineer, AIIMS M Representative.	0 0
2(viii) Accepting Authority	Competent authority as per delegated powers of AIIMS Mangalagiri	d financial
2(xi) Standard Schedule of Rates	As Per BoQ	
2(xii) Department	AIIMS Mangalagiri	
9(ii) Standard CPWD Contract Form	GCC-2020 Construction Works, CPWD form 7 as modified & corrected up to previous day of the last date of submission of tender.	
Clause 1		
 (i) Time allowed for submission of performa- and progress) and applicable labor licens BOCW Welfare Board or proof of apply letter of acceptance. 	05 days	
(ii)Maximum allowable extension with l performance guarantee amount beyor	03 days	
Clause 2		
Authority for fixing compensation under clause 2 of GCC (CPWD)		Director & CEO, AIIMS Mangalagiri
Clause 2A Whether Clause 2A shall be applicable		Yes
Clause 5		
Number of days from the date of issue of letter of acceptance for reckoning date of start		05 days

The Contractor shall submit a Programme Chart (Time and Progress) for each milestone along with performance guarantee.

Time allowed for execution of work	Within 07 days after procurement of all materials. However total completion period shall be 21 days from date of issue of Work Order
Authority to decide:	
(i) Extension of time	Director & CEO, AIIMS Mangalagiri
(ii) Rescheduling of mile stones	Director & CEO, AIIMS Mangalagiri
(iii) Shifting of date of start in case of delay in handing over of site	Director & CEO, AIIMS Mangalagiri

Clause 7		
Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment		
Clause 7A Whether Clause 7A shall be applicable Work till the applicable Work till the applicable Welfare Board,	No Running Account Bill shall be paid for the Work till the applicable labour licenses, registration EPFO and ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-	
CLAUSE 10A As required by Eng	ginee	r-In-Charge
Clause 10B (ii)Whether Clause 10 B (ii) shall be applicable(Secured advance)		
<u>Clause 10 CC</u>		= Not Applicable
Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column Schedule of component of other Materials, Labor, etc. for price	:	12 Months .
escalation. Component of Civil materials (except materials covered Under Clause 10CA expressed as percentage of total value of civil work)	:	Xm
Component of Labor- expressed as percentage of total value of civil work Note: Xm%should be equal to(100)-(materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in	:	¥
clause 10CA + Component of Labor)		
Specifications to be followed for executionand II with correction siof the last date of subn	ips is nissio ions a appli	Civil works), Volume-I sued up to previous day n of e-bid (Herein after ilso) and manufacturer's cable. Latest CPWD
CLAUSE 12		
Authority to decide deviation up to 1.5 times of tendered amount :	Superintending Engineer, AIIMS Mangalagiri	
Clause 12.2&12.3		
Deviation Limit beyond which clausesAs per CPWD Works M12.2 & 12.3 shall apply for building workAs per CPWD Works M	Ianua	1-2019
Clause 12.5		

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead	As per CPWD Works Manual-2019
Deviation Limit for items mentioned in earth work subhead of DSR and related items	As per CPWD Works Manual-2019
CLAUSE 16	
Competent Authority for deciding reduced rates.	Superintending Engineer/ Director, AIIMS Mangalagiri
CLAUSE 18	
List of mandatory machinery, tools & plants to be deployed by the contractor at site	As required by Engineer -in- Charge
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 25	
Constitution of Dispute Redressal Committee (DRC)	AIIMS, Mangalagiri
CLAUSE 32	Not Applicable
CLAUSE 38	Applicable
 (i)Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2018 printed by C.P.W.D. (ii) Variations permissible on theoretical quantities: 	
a) Cement	
For works with estimated cost put to tender not more than Rs. 25 lakh. 3% plus/minus.	3% plus/minus
For works with estimated cost put to tender more than Rs. 25 lakh.2% plus/minus.	2% plus/minus.
b) Bitumen All Works 2.5% plus & only& nil on minus side.	nil on minus side.
c)Steel Reinforcement and structural steel sections for each diameter, section and 2% plus/minus category	2% plus/minus
d) All other materials.	Nil

APPROVED MATERIALS LIST (CIVIL)

Note :

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

	Preferred Make of Electrical Materials			
1	FRLS/FR PVC Wire	:	Polycab/Havells / R R Kabel /Lapp/Finolex	
2	MCBDB/Loose Wire Box	:	Legrand /L&T / C&S/Siemens / Schneider / ABB	
3	MCB/RCCB	:	Legrand /L&T / C&S/Siemens / Schneider / ABB	
4	Modular Switch /Socket/TV Socket/Telephone Socket/Box	:	Legrand (Arteor) / MK (Elements) / Schneider (Zencelo)	
5	MCCB,(ICS=100% ICU)	:	Legrand /L&T / C&S/Siemens / Schneider / ABB	
6	GI/MS Pipe (ISI Marked)	:	TATA / Jindal (Hisar)	
7	PVC Conduit and accessories (ISI marked)	:	Asian /Precision / AKG / BEC	
8	Surface 4' x 1 x 18 – 20 watt & 4' x 2 x 20 Watt LED light fitting	:	Philips / Trilux / Lighting Technology	
9	Ceiling fan (BLDC)	:	Crompton / Bajaj / Havells / Usha / Orient	
10	Exhaust fan / Fresher Air Fan / Wall Fan	:	Crompton / Almonard / Bajaj / Havells	
11	Surface/Recess Down lighter	:	Philips / Trilux / Lighting Technology	
12	2" x 2" LED Square fitting Surface/Recess	:	Philips / Trilux / Lighting Technology	
13	LED Street light fittings	:	Philips / Trilux / Lighting technology	
14	XLPE Aluminum Cable	:	Polycab/Havells / R R Kabel /Finolex / Lapp	
15	Feeder pillar / Panel	:	Any CPRI Approved	
16	PVC Trucking	:	Legrand / MK	
17	DWC Pipe	:	Duraline / Rex / Gemini	
18	EPABX	:	UNIFY / CISCO / MITEL	
19	Digital Phone	:	UNIFY / CISCO / MITEL	
20	Analog Phones	:	Beetel / Panasonic / Binatone	
21	CAT 6 Cable & Accessories	:	Tyco / CommScope-Systimax / Panduit- Pannet / R&M/ Legrand	
22	Split type Air Conditioning Unit	:	Mitsubishi/ O-General / LG /Toshiba	
23	Network Switch	:	HP / CISCO	

Schedule of Quantity

Name of work : Provision of medical gas pipe line with accessories at labour room and NICU wards in Aysuh Building, AIIMS Mangalagiri.

SCHEDULE OF QUANTITIES								
ltem No.	Brief Description	Unit	Qty	Rate	Amount			
1	OXYGEN FLOW METER WITH HUMIDIFIER BOTTLE: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF OXYGEN FLOW METER WITH HUMIDIFIER BOTTLE 0- 15 LITRES COMPLETE WITH ALL ACCESSORIES AS PER DETAILED TECHNICAL SPECIFICATION IN TENDER.	Each	27	5,355.77	144605.71			
2	WARD VACUUM UNIT: SUPPLY, INSTALLATION, TESTING AND COMMISSIONG OF WARD VACUUM UNIT COMPLETE WITH ALL ACCESSORIES AS PER DETAILED TECHNICAL SPECIFICATION IN TENDER.	Each	26	15,026.20	390681.20			
3	LOW FLOW WARD VACUUM UNIT : SUPPLY, INSTALLATION, TESTING AND COMMISSIONG OF LOW FLOW WARD VACUUM UNIT FOR COMPLETE WITH ALL ACCESSORIES AS PER DETAILED TECHNICAL SPECIFICATION IN TENDER.	Each	1	21,466.00	21466.00			

4	COPPER PIPES: SUPPLY, INSTALLATION, TESTING AND COMMISSIONG OF COPPER PIPES FOR COMPLETE WITH ALL ACCESSORIES AS PER DETAILED TECHNICAL SPECIFICATION IN TENDER.				
i	28MM OD X 1 MM THICK	Metre	70	1,107.93	77554.93
ii	22MM OD X 1 MM THICK	Metre	180	979.76	176356.44
iii	15MM OD X 1 MM THICK	Metre	225	634.69	142804.35
iv	12MM OD X 1 MM THICK	Metre	90	382.04	34383.96
5	GAS OUTLET POINTS/ TERMINAL UNITS WITH PROBE : SUPPLY,INSTALLATION, TESTING AND COMMISSIONING OF GAS OUTLET POINTS FOR OXYGEN, NITROUS OXIDE, MEDICAL AIR 4 BAR, SURGICAL AIR 7 BAR, VACUUM, CO2 AND AGSS COMPLETE WITH ALL ACCESSORIES AS PER DETAILED TECHNICAL SPECIFICATION IN TENDER.				
i	OXYGEN OUTLET WITH PROBE	Each	32	4,185.87	133947.84
ii	MEDICAL AIR 4 OUTLET WITH PROBE	Each	10	4,185.87	41858.70
iii	VACUUM OUTLET WITH PROBE	Each	32	4,185.87	133947.84
6	AREA VALVE BOX : SUPPLY,INSTALLATION, TESTING AND COMMISSIONING OF AREA VALVE BOXES COMPLETE WITH ALL ACCESSORIES AS PER DETAILED TECHNICAL SPECIFICATION IN TENDER.				
i	VALVE BOX - 2 GAS SERVICE	Each	1	27,905.80	27905.80
ii	VALVE BOX - 3 GAS SERVICE	Each	2	31,125.70	62251.40

				Rs.	16,62,866
			То	tal amount	
(iii)	28 MM BALL VALVE	Each	2	7,568.91	15137.82
(ii)	22 MM BALL VALVE	Each	5	6,010.48	30052.40
(i)	15 MM BALL VALVE	Each	5	4,338.28	21691.39
8	LINE ISOLATION VALVES : SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF MEDICAL GAS ALARM PANEL FOR COMPLETE WITH ALL ACCESSORIES AS PER DETAILED TECHNICAL SPECIFICATION IN TENDER.				
(ii)	MEDICAL GAS AREA ALARM FOR 3 SERVICES (OXYGEN, MA4 BAR AND VACUUM)	Each	1	1,06,256.70	106256.70
(i)	MEDICAL GAS AREA ALARM FOR 2 SERVICES (OXYGEN AND VACUUM)	Each	1	1,01,963.50	101963.50
	INSTALLATION, TESTING AND COMMISSIONING OF MEDICAL GAS ALARM PANEL FOR COMPLETE WITH ALL ACCESSORIES AS PER DETAILED TECHNICAL SPECIFICATION IN TENDER.				
7	MEDICAL GAS ALARM PANEL : SUPPLY,				

Total of cost of works Rs. 16,62,866