



अखिल भारतीय आयुर्विज्ञान संस्थान /All India Institute of Medical Sciences
मंगलगिरी, आंध्र प्रदेश /Mangalagiri, Andhra Pradesh
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Notice Inviting Tender

Tender No.: AIIMS MG/Engineering/Tender/2023-24/16/RepairSlidingDoors

- Name of the Work : Repair of Automatic Sensor Sliding Glass Doors installed at OPD Block, AIIMS, Mangalagiri, Guntur, Andhra Pradesh.
- Estimated Cost : **Rs. 3,34,801/- (including GST)**
- Earnest Money : **Rs. 6700/- (2% of the estimated cost)**
- Performance Guarantee : 3% of Tender Value
- Contract Period : Three (03) Months.

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**Name of Work: Repair of Automatic Sensor Sliding Glass Doors installed at OPD Block,
AIIMS, Mangalagiri, Guntur, Andhra Pradesh.**

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INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode /eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents“ area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person **Office of Superintending Engineer, Room No. 243, 2nd Floor, Admin & Library Building, AIIMS Mangalagiri, Mangalagiri, Guntur district, Andhra Pradesh - 522502**, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 7) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 8) The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 9) The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
- 10) Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 11) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 12) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 13) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120- 4001002.

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

E-Tendering Portal:

<https://eprocure.gov.in/eprocure/app>

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

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

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

Tender queries: ee_electrical@aiimsmangalagiri.edu.in

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI

NOTICE INVITING e-TENDER

(a)	Name of Work	Repair of Automatic Sensor Sliding Glass Doors installed at OPD Block, AIIMS, Mangalagiri, Guntur, Andhra Pradesh
(b)	Tender No.	AIIMS MG/Engineering/Tender/2023-24/16/RepairSlidingDoors
(c)	Contract Period	03 (Three) months.
(d)	Estimated Cost	Rs.3,34,801/-
(e)	Earnest Money Deposit	Rs.6,700/-
(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 www.aiismangalagiri.edu.in and CPPP site https://eprocure.gov.in/eprocure/app
(j)	Last Date & Time of Submission	18.03.2024 3:00 P.M.
(k)	Date & Time for opening of Technical Bid	19.03.2024 3:30 P.M.

1. The intending 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 form 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 www.aiismangalagiri.edu.in Or <https://eprocure.gov.in/eprocure/app>.

**Superintending Engineer
AIIMS, Mangalagiri.**

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

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

Sl. No.	Description	Details
(a)	NIT No.	AIIMS MG/Engineering/Tender/2023-24/16/RepairSlidingDoors
(b)	Name of Work:	Repair of Automatic Sensor Sliding Glass Doors installed at OPD Block, AIIMS, Mangalagiri, Guntur, Andhra Pradesh
(c)	Estimated Cost	Rs.3,34,801/-
(d)	Earnest Money Deposit	Rs.6,700/-
(e)	Period of Completion	03 (Three) months
(f)	Last Date & Time of Submission	18.03.2024 3:00 P.M.
(g)	Date & Time for opening of Technical Bid	19.03.2024 3:30 P.M.

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

6. The bid can be submitted only after uploading the mandatory scanned documents up to 100 dpi Copies of eligibility documents and EMD as specified on the e-tendering website within the period of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
7. Bidders must ensure to quote rate of each item. If any cell is left blank the same shall be treated as "0". Therefore, If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0"(ZERO). After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
8. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
9. Financial bids shall be opened online only for bidders for whom EMD and other uploaded documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can log in and see the bid opening process. After opening of bid he/she will receive the competitor bid sheets.
10. If the bidder is found ineligible after opening of technical cum eligibility, bid shall become invalid.
11. The Bidders shall have to submit original instrument for EMD (EMD released of any work will not be accepted again if earlier submitted in any case) before the last date of opening of TECHNICAL Cum Eligibility Bid to the office of Tender Opening Authority. The bid security is to remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Bid security will be refunded to the successful bidder on receipt of a performance security. Bid securities of the unsuccessful bidders should be returned at the earliest after L1 decided by Committee of AIIMS MANGALAGIRI.
12. The Technical cum Eligibility bid shall be opened first on due date and time as mentioned above. Opening of financial bids of contractors qualifying the eligibility shall be opened at later date.
13. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
14. **Earnest Money Deposit:** The bidder shall be required to submit the Earnest money deposit (EMD) for an amount of ₹ 6700/- by the way of DD or Online transaction to the below account: **Account Name: AIIMS Mangalagiri - Receipts account; A/C No.: 38321557910; State Bank of India - SBIN0061485.** Scanned copy of DD must be uploaded /attached with Technical Bid. The EMD/ Bid Security deposited through Demand Draft must be delivered in original to the **office of Superintending Engineer, Room No. 241, 2nd Floor, Admin & Library building, AIIMS Mangalagiri, Mangalagiri, Guntur District, Andhra Pradesh - 522502** latest by the last date submission or as specified in the tender documents. The details of the DD, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise, the uploaded bid will be rejected. EMD of successful bidder shall be returned after successful submission of Performance Guarantee and for unsuccessful bidders it would be returned after award of the contract. Bids received without DD/Online payment for EMD will be rejected
15. **Performance Guarantee:** The successful contractor will be required to furnish a Performance Guarantee of **3% (Three Percent)** of Tendered Value after receiving notification of award in the form of **an account payee demand draft or fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India in the name of "AIIMS Mangalagiri Receipt" (State Bank of India A/c. No-38321557910)** which shall be kept valid for a period of **Six (06) months** beyond completion of all the contractual obligations. The Performance Guarantee can be forfeited in the event of any breach or negligence or non-observance of any condition of contract or for

unsatisfactory performance or non- observance of any condition of the contract. Performance Security will be released after successful completion of work under the contract. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

16. Sources and Verification of Bank Guarantees Bank Guarantee for Performance Guarantee, Security Deposit should be irrevocable and operative Bank Guarantee (BG) as per format enclosed in the Bid Document and should be issued by a Scheduled Commercial (i.e., Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The Issuing Bank should also state the name and designation of the next Higher Authority of the Officials who have issued the Bank Guarantee. Bank guarantees submitted by the tenderers/ contractors as 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 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 through registered post/ speed post/ courier. The bank should be advised to confirm the issuance of the BGs specifically quoting the letter of Procurement Entity on the printed official letterhead of the bank indicating address and other details (including telephone nos.) of the bank and the name, designation and code number of the officer(s) confirming the issuance of the BG; Pending receipt of confirmation as above, confirmation can also be obtained with the help of responsible officer at the field office, which is close to the issuing branch of the bank, who should personally obtain the confirmation from issuing branch of the bank and forward the confirmation report to the concerned procurement entity.

17. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions.

18. The Tender paper/documents can be seen / downloaded from Official website & submitted through Online or Site.

19. The competent authority on behalf of the Director, AIIMS, Mangalagiri does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

20. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.

- 21.** The Competent Authority, The **Engineer-In-Charge**, reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 22.** The contractor shall not be permitted to bid for works in the AIIMS, Mangalagiri responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Executive Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the AIIMS, Mangalagiri. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- 23.** The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of bids.
- 24.** This notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of “The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, GCC, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

25. Eligibility Criteria:

1. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
 - a. Should have satisfactorily completed the works as mentioned below during last 07 (Seven) Years ending **31st Mar 2023**.
 - (I) Three similar works each of value not less than **1.35 Lakhs**
or
 - (II) Two similar works each of value not less than **1.70 Lakhs**
or
 - (III) One similar work each of value not less than **2.70 Lakhs**
 - (IV) Similar work means **“Special repair works and Civil Works”**. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of submission of bids.
 - b. **Certificate of Financial Turn over:** Should have had average annual financial turnover of **Rs:1,00,000 /- (Rupees One lakh rupees only) during last three financial years**. At the time of submission of bid contractor may upload Affidavit/ Certificate from C.A. mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. **There is no need to upload entire voluminous balance sheet.**

Contractual Performance in Other Departments:

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

26. 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.

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

- (i) President of India – Director, AIIMS, Mangalagiri
- (ii) The terms Director General includes CPM/ADG region/ SDG PR Special Director General / Additional Director General and CPM/ Chief Engineer of the Zone - Director/Superintending Engineer/Executive Engineer, AIIMS, Mangalagiri.
- (iii) CPWD – AIIMS MANGALAGIRI.

28. Any dispute or difference arising out of this contract or in connection therewith which cannot be amicably settled between the parties shall be finally settled under the rules of council of Arbitration of India by one or more arbitrator appointed in accordance with the said rules. The arbitration shall take place at Vijayawada/Guntur (Andhra Pradesh) and the resulting award shall be final and binding upon the parties and shall be in lieu of any other remedy.

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

1	Contractor Enlistment Order/ Registration in concerned department as specified in the NIT
2	Scanned Copy of EMD (Original to be submitted in the Office of Superintending Engineer, 2nd Floor, Admin & Library Building, AIIMS Mangalagiri, Guntur, Andhra Pradesh - 522502 before the date of opening) (If submitted in DD format. For online transactions, the details to be uploaded on GeM portal)
3	Letter of transmittal (Annexure-A)
4	Vendor Details as per (Annexure-B)
5	Structure & Organization (Annexure-C)
6	Declaration by Bidder (Annexure-D)
7	Acknowledgement & Acceptance Letter (Annexure-F)
8	Consent Letter (Annexure-G)
9	GST Registration Certificate
10	Proof of Average Annual Financial Turnover. (Proforma III)
11	Details of the Similar Works Completed in Last Seven Years (Proforma IV)
12	Details of On-Going and Existing Works (Proforma VI)

Note: If any of the bidder fails to submit any of the above-mentioned mandatory documents, they shall be deemed to be disqualified.

LETTER OF TRANSMITTAL

(Annexure-A)

From:

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

Subject: Submission of bids for the work of “Repair of Automatic Sensor Sliding Glass Doors installed at OPD Block, AIIMS, Mangalagiri, Guntur, Andhra Pradesh”.

Sir,

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

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

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

Enclosures:

Signature(s) of Bidder(s)

Date of submission:

Seal of bidder

FORM FOR DETAILED INFORMATION BY BIDDER (Vendor Details)

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

(Authorized Signature of the Bidder with Seal)

STRUCTURE & ORGANISATION

1. (a) Name

(b) Address of the bidder

2. (a) Telephone no.

(b) Telex no.

(c) Fax no.

(d) E-mail

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

(a) An Individual

(b) A proprietary firm

(c) A firm in partnership

(d) A limited company or Corporation

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

Organization/Place of registration

Registration No.

1.

2.

3.

4. 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 in original.
- 7) I / We have provided our e-Mail id for any communication in this regard.
- 8) I have read carefully & understood the important instructions to the all bidders.

Date.....

Contractor

E-Mail:_____

(Sign with Seal)

(Annexure-F)

ACKNOWLEDGEMENT AND ACCEPTANCE LETTER

To,

The Superintending Engineer
AIIMS MANGALAGIRI

Sub: Submission of Tender for the work “Repair of Automatic Sensor Sliding Glass Doors installed at OPD Block, AIIMS, Mangalagiri, Guntur, Andhra Pradesh”.

Dear Sir,

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

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

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

Yours Faithfully

(Duly authorized signatory of the Bidder)

CONSENT LETTER

“Repair of Automatic Sensor Sliding Glass Doors installed at OPD Block, AIIMS, Mangalagiri, Guntur, Andhra Pradesh.”

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

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

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

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

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

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

Signature of contractor with seal

PROFORMA-III

Date: _____

ANNUAL TURNOVER FOR THE LAST THREE YEARS

S. No.	FINANCIAL YEAR	Annual Turnover (Rs. in Lacs)	Remarks
1	2020-21		
2	2021-22		
3	2022-23		

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

PROFORMA-IV

DETAILS OF THE SIMILAR WORKS COMPLETED IN LAST SEVEN YEARS

S. No	Description of the Work with Contract No./Work Order No.	Department in which work carried out	Date of award	Stipulated date of completion	Date of actual completion	Value of completed work (Rs. In Lacs)	Reasons for delays, penalty if any	Any other relevant information

Note:

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

PROFORMA-VI

DETAILS OF ON-GOING/EXISTING WORKS

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

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

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this..... day of2023

BETWEEN

AIIMS MANGALAGIRI through Superintending Engineer,,
(Name of Division)AIIMS, Mangalagiri....., (Hereinafter referred as the
(Address of Division)

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

AND

(Name and Address of the Individual/firm/Company) through
..... (here in after referred to as the
(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal /Owner has floated the e-Tender (NIT No. AIIMS MG/Engineering/Tender/2023-24/16/RepairSlidingDoors) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Repair of Automatic Sensor Sliding Glass Doors installed at OPD Block, AIIMS, Mangalagiri, Guntur, Andhra Pradesh.” “Hereinafter referred to as the “Contract”.

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

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

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

ARTICLE 1: COMMITMENT OF THE PRINCIPAL / OWNER

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

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (d) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder /Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - b) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - c) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not

both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract
- 3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

ARTICLE 3: CONSEQUENCES OF BREACH

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

- 1) If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to qualify the Bidder(s)/Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Forfeiture of EMD / Performance Guarantee / Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.

3) Criminal Liability:

If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has

substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

ARTICLE 4: PREVIOUS TRANSGRESSION

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

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

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

ARTICLE 6- DURATION OF THE PACT

This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 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

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

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

ARTICLE 8 LEGAL AND PRIOR RIGHTS

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

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date firstabove mentioned in the presence of following witnesses:

(For and on behalf of Principal/ Owner)

(For and on behalf of Bidder/ Contractor)

WITNESSES:

1(Signature, name and address)

2(Signature, name and address)

Place: -

Dated:

Scope of Work and General terms & conditions

Name of the work: Repair of Automatic Sensor Doors installed at OPD Block, AIIMS, Mangalagiri, Guntur, Andhra Pradesh.

1. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids. 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 at own cost for arranging /maintaining all materials, tools /plants, 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 contract documents and has made himself aware of the scope /specifications of the work to be done.
2. The Competent authority (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.
3. 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.
4. The competent authority on behalf of Director, AIIMS, Mangalagiri 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.
5. 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.
6. No Engineer of gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
7. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of bids.
8. **Payment terms and conditions:**
 - i. **Running Bill Payment:** The Running payment for the work shall be released monthly by AIIMS, Mangalagiri. The security deposit @ 2.5 % of Gross amount of the bill shall be deducted from the running bills, which shall be released after successful completion of Defects liabilities period i.e. Six months from the date of completion of work, without any interest thereon.
 - ii. **Final Bill Payment:** The agency shall submit final bill along with all the documents related to the work. The agency also formally handover all the equipment in good working condition, without any damage as handed over to them by AIIMS, Mangalagiri.
 - iii. GST and other taxes applicable shall be recovered/paid from the contractor's bill as per Govt. of India/AIIMS rules.
9. For all items of Civil & Electrical; CPWD specifications with correction slips up to the date of receipt of tender shall be followed. For the items which are not covered under CPWD specifications;

the special conditions / OEM recommendations/ B.I.S. specifications shall apply. In this regard the decision of Engineer-in-charge shall be final.

10. 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.
11. 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.
12. 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.
13. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
14. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, labour laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
15. All dismantled material will be removed from site by contractor after verification of measurement of the same by Junior Engineer (J.E.).
16. All melba/rubbish/waste, garbage etc. generated due to any operation and maintenance work, the same shall be disposed of by the Agency as per the existing norms of MSW act 1986 and its amendments thereof. No extra payment shall have made to agency in this regard. In case of non-removal/disposal in the specified period, a compensation of ₹ 1000/- (Rupee One Thousand only) per day shall be recovered from the Agency.
17. 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.
18. No claims of the labour shall be entertained by the Department including that of providing employment, regularization of services etc.
19. 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.
20. All T&P, Scaffoldings, Instruments/Meters for Maintenance, Consumable and Contingent Articles required for execution of the work shall be arranged by the contractor.
21. Staff employed by the contractor should be well behaved, Polite & courteous. Any complaint against staff on behavior should be taken very seriously and such staff should be removed by the contractor immediately from the site and replacement shall be provided immediately.
22. 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.
23. Contractor shall be fully responsible for any damages caused to govt. property or allottee's property by his or his labour in carrying out the work and shall be rectified by the contractor at his own cost.
24. Chases, Holes and Drilling works etc. shall be done using power operated tools.
25. For non-compliance or partial compliance of satisfactory execution of items, the Engineer-in-charge reserves his rights to levy compensation in accordance with the scale of non-conformity and the period for which this non-conformity continues. However, the total amount of this compensation for the whole contract shall not exceed 10% of the tendered value of this contract. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor.
26. 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.

27. The contractor will not pitch up tents for laborers, materials and his stores etc. 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.
28. 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.
29. The contractor shall clear the site properly after the completion of the work.
30. The contractor shall take full responsibility for the adequate, stability and safety of all site operations and methods of working.
31. **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 shall also stands forfeited.
32. **Termination of Contract:** AIIMS, Mangalagiri would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Mangalagiri rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated by either party by giving one month's notice to the institution. The decision of AIIMS, Mangalagiri management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Mangalagiri shall have the right to engage any other tenderer to carry out the task.
33. **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. Further, may refer Clause- 25 of GCC.
34. **Dispute Settlement:** It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, MANGALAGIRI whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
35. The supplied material should be Original Equipment Manufacturer (OEM) make only. If any other make is proposed, the same shall be used with prior approval of Engineer-in-charge.
36. **Insurance Policies**
 - a) Contractor may take Contractor's All Risk Policy and Third Party Insurance or other insurance policies from a first class Insurance Company in the joint name of the Contractor and CLIENT and keep it valid against all loss or damages to the Works, Materials, Equipment, Persons and Properties from whatever cause arising for which he is responsible under the term of contract, other than the expected risks, and in such manner that the client and Contractor are covered for the period as stipulated for entire duration including the Defects Liability Period and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of Complying with the obligations.
 - b) In the event of the Insurance Policies are taken and kept valid by the contractor, whenever claims need to be made for any matter or thing in respect of the insurance covers under the insurance Policies, it shall be the responsibility of the Contractor to lodge such claims and to follow up and obtain the payments for the claims from the Insurance Companies. Should the Client suffer any losses and/or damages in connection with the works and the Contractor is unable or unwilling to get such losses and/or damages recompensed by the insurance companies, the Client shall recover the amounts in respect of such losses and/or damages from the Contractor by way of deductions made from any money that may be payable or that may become payable to the

Contractor.

- c) Irrespective of whether the Insurance Policies referred under sub-clause above are taken by the Contractor or not and whether the Policies are kept valid or not notwithstanding anything stated in the sub-clause as above of this clause, the Contractor shall indemnify the Client from all the compensations and claims that may arise due to loss and damages to the works, materials equipment, persons and properties on account of Contractor's operations at site during the period and also Defects Liability period and the Contractor shall be responsible, liable and bound to the Client to compensate or make good or replace the loss or damage arising out of any whatsoever as directed by the Client.

37. 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 conditions, specifications 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.

Superintending Engineer
AIIMS Mangalagiri

(Annexure-II)

FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE

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

To
The DIRECTOR,
AIIMS
MANGALAGIRI,

Dear Sir,

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

_____ Contract No_ in terms inter alia, of the Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection

with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be in anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising up to and until midnight of.
8. This guarantee is valid till (date to be mentioned) (Six months beyond the stipulated date of completion or the extended period, thereof)
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time in anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security Which the Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
12. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated _____ day of _____ 20____ For and on behalf of Bank.

Issued under seal

PROFORMA OF SCHEDULES

SCHEDULE „A“

Schedule of quantities (as per PWD-3) : (Attached in e-procurement site)

SCHEDULE „D“

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

SCHEDULE „E“

Reference to General Conditions of contract : General Conditions of Contract for CPWD Works, 2020(for Maintenance Work) correction slip up to last date of Online Bid Submission.

Name of work : **“Repair of Automatic Sensor Sliding Doors installed at OPD Block, AIIMS Mangalagiri”**

Estimated cost of work : **Rs. 3,34,801/-**

(i) Earnest money : **Rs. 6,700/-**

(ii) Performance Guarantee : 3% of tendered value.

(iii) Security Deposit : 2.5% of tendered value.

SCHEDULE „F“

GENERAL RULES & DIRECTIONS:

Officer inviting tender : **Superintending Engineer, AIIMS MANGALAGIRI on behalf of Director AIIMS MANGALAGIRI.**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. : See below

Definitions:

2(v) Engineer-in-Charge : **Superintending Engineer, AIIMS MANGALAGIRI.**

2(viii) Accepting Authority : **Superintending Engineer, AIIMS MANGALAGIRI**

2(x) Percentage on cost of materials and labour

- to cover all overheads and profits : 15%
- 2(xi) Standard Schedule of Rates : Market Rates – For Civil.
- 2(xii) Department : Engineering Department, AIIMS
Mangalagiri
- 9(ii) Standard CPWD contract Form : GCC 2020 & CPWD Form 7/ 8 as modified & corrected up to last date of receipt of Bid/tender.

CLAUSE 1

- (i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour Licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying Thereof from the date of issue of letter of acceptance : 07 Days
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period Provided in (i) above : 07 Days

CLAUSE 2

Authority for fixing compensation under clause 2 : **Superintending Engineer / Director, AIIMS Mangalagiri**

CLAUSE 2A

Applicable clause 2/ Clause 2A : CLAUSE 2

CLAUSE 5

Number of days from the date of issue of letter of acceptance for reckoning date of start Mile stone(s) as per table given below: - : 07 Days

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

Time allowed for execution of work – **03 months**.

Authority to decide:

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

PROFORMA OF SCHEDULES CLAUSE 5

Schedule of handing over of site

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

Clause 5

Applicable clause 5/ Clause 5A

: **Clause 5**

CLAUSE 7

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

Running Account Bills to be submitted by Contractor and payment to be made after 30 days from payment of Previous RA Bills

CLAUSE 7 A

Whether clause 7A shall be applicable

: **NO**

CLAUSE 10A

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

CLAUSE 10B (II)

Whether Clause 10 B (ii) shall be applicable

: **Not Applicable**

CLAUSE 10C

Component of labour expressed as percent of value of work

: **Not Applicable**

CLAUSE 10CC

: **Not Applicable**

CLAUSE 11

Specifications to be followed for execution of work

: CPWD Specifications 2019 Vol-I & Vol-II (Civil)with modification up to last date of tender submission.

CLAUSE 12

Authority to decide deviation upto 1.5 times of tendered amount

: **Superintending Engineer/Director, AIIMS Mangalagiri.**

12.2&12.3

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

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

12.5

(i) 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 and **Standards of Procedure to CPWD Works Manual 2019**

in DSR and related items)

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

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

CLAUSE 19 C Engineer- in charge (Superintending Engineer)

CLAUSE 19 D..... Engineer- in charge (Superintending Engineer)

CLAUSE 19 G..... Engineer- in charge (Superintending Engineer)

CLAUSE 19 K..... Engineer- in charge (Superintending Engineer)

CLAUSE 19 L..... Not Applicable

CLAUSE 25

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

CLAUSE 38 : **Applicable**

(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates **2021** 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 lakhs. 3% plus/minus.

For works with estimated cost put to tender more than Rs. 25 lakhs. 2% plus/minus.

(b) Bitumen All Works 2.5% plus & only& nil on minus side.

(c) Steel Reinforcement and structural steel sections for each diameter, section and 2% plus/minus category

(d) All other materials. Nil

Schedule of Quantity (BoQ)

Name of the Work: Repair of Automatic Sensor Sliding Doors installed at OPD Block, AIIMS Mangalagiri

Tender No.: AIIMS MG/Engineering/Tender/2023-24/16/RepairAutomaticDoors

S. No.	Description Of item and model	Unit	Qty	Rate (Rs.)	Amount in (Rs.)
1	Supply and installation of Side Seals to Fix Glass (OPS-SL-BR-11-12MM)	Nos.	45		
2	Supply and installation of Floor Guide (OZOM FG 11-STD SS)	Nos.	18		
3	Supply and installation of Controller (OZOM-111P-PLUS-ACC (WMC) STD-STD)	Nos.	1		
4	Supply and installation of Sensor (OZOM-AC-99 STD BLACK)	Nos.	2		
5	Supply and installation of ZS Sensors Safety Beam (OZOM AC 11 ZS 2S STD)	Nos.	1		
6	Supply and installation of SS Screws (3" SS Screws (Star))	Nos.	100		
7	Supply and installation of Belt (OZOM 111P PLUS ACC BC STD)	Nos.	1		
8	Supply and installation of Belt Connector (OZTB STD BLACK)	Nos.	8		
9	Supply and installation of Sensor Door Glass (12mm Plain Toughened Glass) including transportation	Sq. ft.	36		
	GST@18% (in rupees)				
Total cost including GST (in rupees)					

Sliding Door Specifications: Door of clear passage width ranging from 2500- 3000 mm consisting of 4.5 mtr. long operator with track profiles, glass clamping rails, floor guide, Radar eagle 6 sensors, 5 programme switch with knob, light barrier EM lock and cable for programme switch.

Make: M/s Ozone