

# 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/2022-23/05/Annual RC for the hiring of water tankers**

### Notice Inviting e-Tender

|                         |   |
|-------------------------|---|
| <b>NAME OF WORK:</b>    | <b>Rate Contract for hiring of water tankers for supplying treated water from Vijayawada Municipal Corporation to AIIMS Mangalagiri campus including all transportation charges</b> |
| <b>ESTIMATED COST:</b>  | <b>Rs.84,39,028/-</b>   |
| <b>EARNEST MONEY:</b>   | 2% of the estimated cost  |
| <b>CONTRACT PERIOD:</b> | One year and extendable further up to one year with same terms and conditions.  |

**Disclaimer:** This Tender is not an offer by the All-India Institute of Medical Sciences, Mangalagiri but an invitation to receive an 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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## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

Superintending Engineer, on behalf of Director, AIIMS Mangalagiri invites E-Bids in Two-part 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: – **Rate Contract for hiring of water tankers for supplying treated water from Vijayawada Municipal Corporation to AIIMS Mangalagiri campus including all transportation charges.** 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: <https://eprocure.gov.in/> ) 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. SEARCHING FOR TENDER DOCUMENTS**

- 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. CORRIGENDUM**

- 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 a suitable Corrigendum to it.
- b) Corrigendum in a technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- c) Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Mangalagiri.

#### **5. SUBMISSION OF BIDS:**

- 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 EMD/ Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the **Director, AIIMS Mangalagiri** and the same must be delivered in original to the **office of Superintending Engineer, Room No. 237, 2<sup>nd</sup> Floor, Library & Admin Block, AIIMS Mangalagiri, Mangalagiri, Guntur District, Andhra Pradesh - 522502** latest by the last date submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the date 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) 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.
- g) 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.
- h) 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.
- i) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j) 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.
- k) 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://aiismangalagiri.edu.in>

### **E-Tendering Portal:**

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

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

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

Email Support: [cpp-doe@nic.in](mailto:cpp-doe@nic.in), [support-eproc@nic.in](mailto:support-eproc@nic.in)

Tender queries: [ee\\_electrical@aiismangalagiri.edu.in](mailto:ee_electrical@aiismangalagiri.edu.in)

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI**

**NOTICE INVITING e-TENDER**

|     |  |  |
|-----|--|--|
| (a) | Name of Work                             | Rate Contract for hiring of water tankers for supplying treated water from Vijayawada Municipal Corporation to AIIMS Mangalagiri campus including all transportation charges                     |
| (b) | Tender No.                               | AIIMS MG/Engineering/Tender/2022-23/05/Annual RC for hiring of water tankers   |
| (c) | Contract Period                          | One year and extendable further upto one year with same terms and conditions.  |
| (d) | Estimated Cost                           | <b>Rs.84,39,028/-</b>  |
| (d) | Earnest Money Deposit                    | 2% of the estimated cost   |
| (e) | Performance Guarantee                    | 3% of Tendered value   |
| (f) | Tender documents may be seen on          | AIIMS web site <a href="http://aiimsmangalagiri.edu.in">http://aiimsmangalagiri.edu.in</a> and CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> |
| (g) | Last Date & Time of Submission           | 19.09.2022 01:00PM   |
| (h) | Date & Time for opening of technical bid | 20.09.2022 01:30PM   |

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 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 <http://aiimsmangalagiri.edu.in> or <https://eprocure.gov.in/eprocure/app>.
4. For any further assistance, please contact to the office of Executive Engineer, [ee\\_electrical@aiimsmangalagiri.edu.in](mailto:ee_electrical@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 bids in Two bid system (Technical cum Eligibility & Financial) from eligible bidders for the following work(s):-

| Sl. No. | Description                              | Details   |
|---------|--|---|
| (a)     | NIT No.                                  | AIIMS MG/Engineering/Tender/2022-23/05/Annual RC for hiring of water tankers  |
| (b)     | Name of Work:                            | <b>Rate Contract for hiring of water tankers for supplying treated water from Vijayawada Municipal Corporation to AIIMS Mangalagiri campus including all transportation charges</b> |
| (c)     | Estimated Cost                           | <b>Rs.84,39,028/-</b>   |
| (d)     | Earnest Money Deposit                    | 2% of the estimated cost  |
| (e)     | Period of Completion                     | One year and extendable further up to one year with same terms and conditions.  |
| (f)     | Last Date & Time of Submission           | 19.09.2022 01:00PM  |
| (g)     | Date & Time for opening of Technical bid | 20.09.2022 01:30PM  |

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://www.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 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. **Performance Guarantee:** The successful contractor will be required to furnish a Performance guarantee of **3% (Three Percent)** of Tendered Value after receiving notification of award in the form of **an account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India** in the name of the "All India Institute of Medical Sciences, Mangalagiri" which shall be kept valid for a period of Six (06) months beyond completion of all the contractual obligations. The Performance Guarantee can be forfeited in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be released after successful completion of work under the contract. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.

#### **15. Sources and Verification of Bank Guarantees**

Bank Guarantee for Bid Security (EMD) 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 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.
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 7 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 are to be reputed registered firms/Companies/Suppliers/Contractors in India capable of carrying out the subject work as per schedule and having following eligibility of criteria. The bidder should have proper infrastructure to execute the said work at AIIMS Mangalagiri.
- b) Average Annual Financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least **Rs. 25.32 Lakhs**
- 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 works each of value not less than **Rs. 33.76 Lakhs** put to tender.

OR

At least two similar works each of value not less than **42.20 Lakhs** put to tender.

OR

At least one similar work each of value not less than **67.52 Lakhs** put to tender, should have been completed in Ministries / Departments/ Autonomous Bodies/ Public Sector Undertaking under Government of India or State Govt /reputed private institutions. Similar works means transportation of bulk liquids in tankers.

- d) 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;

- e) A firm determined non-performing by the Procuring Entity shall not be eligible to bid during the period so determined;
- f) 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, 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.**

## **SPECIAL TERMS & CONDITIONS OF THIS TENDER**

1. The water tankers intended to deploy for this contract should be in excellent running condition and complete with good seats, glasses, tyres & stepney and sufficient length of hose and should be provided with driver and helper round the clock (24×7) service. The tankers offered should be the contractor's own vehicle/ Leased Vehicle on his name. The capacity of the tankers should be minimum 20,000 litres. (20 KL capacity). The tankers should be suitable for transportation of drinking water only.
2. The contract would be valid for a period of one year and extendable further upto one year on satisfactory performance and mutually agreed upon with the same terms and conditions. AIIMS Mangalagiri has the sole right to terminate the contract within twelve months after giving prior notice of one month to the contractor. However, even within the one year of contract period, if the performance of the contract is found to be poor, like many breakdown /stoppages of the vehicle for any reasons whatsoever shall be attributable to the contractor.
3. The tankers should be available, round the clock, 24 × 7 as per requirement
4. Tanker should be equipped with a motor pump for loading / unloading of water into UGT.
5. Capacity of the water tanker needs to be get checked by the service provider from authorized Weighbridge as and when asked by the AIIMS Mangalagiri.
6. All the documents connected with the vehicle's 'C' Book, Driver's License etc. should be made available with the vehicle.
7. Driver/Helpers must be well behaved or shall be suitably substituted failing which contract shall be terminated without any prejudice.
8. No accommodation shall be provided for the personnel deployed for driving Water tankers and the contractor shall be responsible for the same.
9. Tenderers with valid address and telephone number(s) where they can be contacted in all duty hours shall only be considered. Tenderers without valid address and telephone numbers shall be rejected.
10. The water tankers are to be provided with required length of hose for filling and emptying of water.
11. The helper/ driver would fill the tankers from the municipal water source of Vijayawada Municipality and empty the tankers at AIIMS Mangalagiri reservoir by using hose.
12. Vehicle would be used for supply of water to the various sites in AIIMS Mangalagiri However, AIIMS Mangalagiri has the sole discretion to use the vehicle for campus and other areas as required by AIIMS Mangalagiri.
13. AIIMS Mangalagiri has the right to inspect the water tankers in detail before processing of the tender and if the quality is not found good, the tender would be rejected without assigning any reason whatsoever. The internal surfaces of the tanker should have been epoxy painted for storage of water without any contamination. AIIMS Mangalagiri is the sole authority to decide on the quality of the vehicle.
14. The tanker should be disinfected periodically to avoid any contamination as per directions of officer-in-charge.
15. Taxes & Insurance: Tenderer should consider all the applicable taxes including GST before quoting their rate. Rate should be quoted considering existing taxes applicable in such type of contract. However, any change in taxation with respect to existing rule, during currency of contract shall either be borne by AIIMS Mangalagiri or be returned to AIIMS Mangalagiri by contractor as the case may be. Insurance of the vehicle and their personnel shall be provided by successful tenderer at their own cost.

The quoted rate (Fixed rate) must be firm throughout the period of contract

16. All valid RTO documents, necessary road permit and other documents as required related to commercial vehicles must be available with the contractor and the same should be furnished if required. In case the vehicle is held up by the police /RTO personnel for an offense against non-compliance of law, the responsibility shall be of the contractor. If the vehicle is held up by the police /RTO/any other agency & not being used for AIIMS Mangalagiri, penalty clause of this special conditions shall apply. Insurance means insurance for vehicle as well as drivers/helpers, fitness certificate, Insurance certificate/documents.
17. All the maintenance of water tankers will be borne by the contractor at their own expenses.
18. The engine oil, lubricants as required are to be filled up by the contractor only at their own cost and No charges would be paid by AIIMS Mangalagiri.
19. The tankers shall be supplied with driver and helper, 24×7 service including diesel and other lubricants.
20. Supplier shall supply number of tankers based upon water requirement of AIIMS Mangalagiri as directed by officer-In-charge.
21. The tankers must be available, 24×7 including Sundays and holidays. There shall be no holiday for the water tankers
22. The contractor shall arrange another water tanker in case repairs to existing water tanker with prior permission of the officer –in-charge.
23. The water tankers must be equipped with the following: -
  - a. One main valve of suitable size and sufficient length of hose being used for water filling and emptying.
  - b. One ladder suitable for climbing to open the man hole provided at the top of tank
24. The tankers are to be parked at designated area as directed by the officer –in- charge, at the risk of the contractor.
25. Identity card /Gate pass would be issued by AIIMS Mangalagiri/ Contractor as decided by competent authority to Driver, Helper of the vehicle for the purpose of water transportation.
26. The contractor should comply with provisions of Contract Labour Act (Regulation & Abolition) 1970 and central rules framed there under and minimum wages act 1948.
27. The contractor must ensure that the diesel is filled to the full tank capacity. The vehicle shall not be allowed to go out for filling of diesel during the water transport. No fuel or lubricants or any spares shall be provided by AIIMS Mangalagiri.
28. Escalation / De-escalation for calculating revised price whenever diesel price varied = 5% :

Escalation/De-escalation shall be payable/deductible as applicability against this work. Quoted rate shall be varied for the entire period of contract or extended period if any whenever diesel price varied = 5% as per the following formula.

Price is firm and binding on the contractor till the completion time except the variation in the rates of fuel (diesel only) and statutory variation in the taxes and duties. The variation of fuel price shall be paid beyond 5% escalation / de-escalation.

**Fuel escalation / de-escalation formula:**

$$R_1 = R_0 + R_0 \times Y (L_1 - L_0) / L_0$$

$R_1$  = Revised unit

rate  $R_0$  = Original unit rate

$L_1$  = New -price of fuel (Diesel) per liter

$L_0$  = Price of fuel per Liter at base date i.e., tender opening

date.  $Y$  = Percentage of fuel component: 35%

Note: considering the change in fuel price on daily basis, the weighted average for the month is to be taken for the purpose of fuel escalation / de-escalation.

29. **PENALTY**: In case of any damages/breakdown, the alternate tanker shall be provided within one hour. In case of non-availability of the tanker due to break down, absenteeism or for any other reason attributable to the contractor, a penalty at the rate of hourly rate, Rs.2,000 per hour shall be imposed. If suitable substitute is not provided within an hour, apart from reducing the non-availability period, the charges as incurred for arranging alternative arrangement as decided by the competent authority shall be recovered from the due payment.
30. **PAYMENT**: The successful bidder may claim his monthly R.A bill. Payment shall be processed on submission of bill/invoice along with duly signed log book which is maintained for entries of tankers daily by AIIMS Mangalagiri. The Tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal handling of water, and all other matters which can be of, in any way affect the work the cost thereof under the contract.
31. The contractor has to follow strictly the Government Labour Acts, which are and will be in force during the period of execution of work. All necessary arrangements for Labourer's Security & safety will have to be made by the contractor at his own cost.
32. GST or any other taxes statutorily applicable as per rules shall be recovered at source on gross value of the work executed and balance amount on this account shall be deposited by the contractor directly to Sales Tax authority.
33. In case of stoppage of work by local people/Bandh or any other reasons, no idle charges will be paid by AIIMS MANGALAGIRI towards Labour, Plant and Machinery etc. to the contractor for this work.
34. Unless specifically mentioned otherwise in the contract, the tenderer shall quote for the complete cost towards labour, materials, all taxes, transport, repairs, rectification, maintenance, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the contract according to contract and complete the job accordingly.
35. All the labour rules shall be followed strictly as per Contract Labour (Regulation & Abolition) Act, 1970. All registers, forms stipulated under minimum wages Act should be maintained by the contractor and to be furnished to the corporation before commencement of the work. In case of non-submission of above registers / forms to the corporation regularly, contractor will not be allowed to continue to do the work. In the event of the breach of aforesaid conditions, the contractor shall be open for action as deemed fit by the concerned labour authorities of the State/Central Government.
36. In case payment of laborers engaged for this work, has not been made on stipulated payment day, AIIMS Mangalagiri shall compel the contractor to stop the work and necessary action will be taken.
37. Contractors shall strictly abide by the security rules and regulations enforced by the owner time to time. The contractor shall provide proper identity cards, badges etc. to his employees wherever directed by the officer-in-charge
38. **MEDICAL CARE**: The contractor shall be fully responsible for any first aid and emergency medical treatment to his employees. Necessary arrangement for this purpose shall be made by the contractor in the vehicle. In serious cases, medical facilities of AIIMS Mangalagiri may be available on chargeable basis to the contractor.

39. The 'vehicle' or 'tanker' wherever appears in the contract shall mean "Water tanker (of minimum 20,000 liters capacity)" to be deployed at site for the contract.
40. The contractor has to follow strictly the Government Labor Acts, which are and will be in force during the period of execution of work. All necessary arrangements for Laborer's Security will have to be made by the contractor at his own cost. Contractor has to follow EPF & MP act 1952.
41. Payments would be released by NEFT/RTGS/ e-payment.

**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  | <b>EMD</b> in the form of <b><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></b> 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  | GST Registration Certificate   |
| 10 | 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 within a week (The week includes the day of opening of bid).

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



## **LETTER OF TRANSMITTAL**

(Annexure-A)

From:

To  
The Superintending Engineer,  
AIIMS, Mangalagiri.

**Subject: Rate Contract for hiring of water tankers for supplying treated water from Vijayawada Municipal Corporation to AIIMS Mangalagiri campus including all transportation charges**

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 G (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)

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) 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)**

**STRUCTURE & ORGANISATION**

1. (a) Name  
(b) Address of the bidder
  
- 2 (a)Telephone no.  
(c) Telex no.  
(d) Fax no.  
(e) 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 provided our e-Mail id for any communication in this regard.
- 7) I have read carefully & understood the important instructions to the all bidders.

Date.....

Contractor

E-Mail:\_\_\_\_\_

(Sign with Seal)

**INTEGRITY PACT**

To,

**Sub: Rate Contract for hiring of water tankers for supplying treated water from Vijayawada Municipal Corporation to AIIMS Mangalagiri campus including all transportation charges.”**

F. No. AIIMS MG/Engineering/Tender/2021-22/05/ RC for hiring of water tankers

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: Rate Contract for hiring of water tankers for supplying treated water from Vijayawada Municipal Corporation to AIIMS Mangalagiri campus including all transportation charges**

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 in 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

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

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at..... on this ..... Day of ..... 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**

..... (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) “Bidder / Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (No:- AIIMS MG/Engineering/Tender/2022-23/05/Annual RC for hiring of water tankers) (hereinafter referred to as “Tender / Bid”) and intends to award, under laid down organizational procedure, contract for : **Rate Contract for hiring of water tankers for supplying treated water from Vijayawada Municipal Corporation to AIIMS Mangalagiri campus including all transportation charges.** Here in 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 witness 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
  - (To)
  - Disqualify the Bidder(s) / Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder / Contractor
  - (From)
  - Future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal / Owner.
- 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 anti corruption 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 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/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF 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 Rate Contract for hiring of water tankers for supplying treated water from Vijayawada Municipal Corporation to AIIMS Mangalagiri campus including all transportation charges**

**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. 1,68,780.00 is hereby forwarded in Receipt Treasury Challan/ Deposit at Call-said AIIMS Mangalagiri 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 Director, AIIMS Mangalagiri or his successors in office shall without prejudiceto 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, if such a violation comes to the notice of the 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 letters mentioned hereunder) is accepted by me for and on behalf of the AIIMS Mangalagiri for a sum of \_\_\_\_\_\*\_\_\_\_\_

(Rupees \_\_\_\_\_\*\_\_\_\_\_)

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

a) \_\_\_\_\_\*

b) \_\_\_\_\_

c) \_\_\_\_\_

For & on behalf of the AIIMS Mangalagiri.

Signature.....

Dated.....

Designation.....

## **GENERAL PARTICULARS AND ADDITIONAL CONDITIONS OF CONTRACT**

1. Name of Work: **“Rate Contract for hiring of water tankers for supplying treated water from Vijayawada Municipal Corporation to AIIMS Mangalagiri campus including all transportation charges.** 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 a reference to the latest edition with all amendments/revisions 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 contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
6. 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.
7. 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.
8. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.
9. 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.
10. 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.
11. All T&P, scaffolding, ladders/Hydra etc., instruments/meters for maintenance, consumable and Contingent Articles required for execution of the work shall be arranged by the contractor.
12. 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 AIIMS Mangalagiri 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 than his team during execution and AIIMS Mangalagiri will not be responsible for that.
13. 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.
14. GST and other Taxes as applicable shall be recovered/ paid from the contractor’s bill as per Govt. of India/AIIMS Mangalagiri Rules.
15. 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.
16. 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.

17. 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.
18. 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.
19. The contractor will not pitch up tents for laborers, materials and his stores etc.
20. 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.
21. 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.
22. The contractor shall clear the site properly after the completion of the work.
23. The Agency shall be solely responsible for compliance to the provisions of various Labor and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Mangalagiri site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by AIIMS, Mangalagiri for whatever reason. The Agency shall also be responsible For the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with their re-enactments / amendments / modifications etc.
  - (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.
24. **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.



25. **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 Guntur. The decision of the Arbitrator shall be final and binding on the both parties.
26. **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.
27. 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.
28. The sample of all the items shall have to be got approved by the Contractor from the Engineer-in-Charge 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.
29. The contractor shall furnish the manufacturer's certificate that the material supplied satisfy the requirements of the relevant specifications.
30. 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.
31. Rejected materials shall have to be removed by the contractor at his own cost at once.
32. In case of any dispute regarding rejection of quantity of materials the decision of Engineer-in-Charge shall be final and binding upon the contractor.
33. 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.

**FORM OF EARNEST MONEY DEPOSIT**

**(Bank Guarantee Bond)**

WHEREAS, contractor..... (Name of contractor) (Hereinafter called "the contractor")  
Has submitted his tender dated..... (date) for the construction of  
..... (name of work) (here in after called "the Tender").

KNOW ALL PEOPLE by these presents that we..... (name of bank)  
Having our registered office at ..... (hereinafter called "the Bank") are bound  
unto ..... (Name and division of Executive Engineer) (hereinafter  
called "the Engineer-in-Charge") in the sum of Rs. .... (Rs. in words  
.....) for which payment well and truly to be made to the said  
Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

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

- 1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- 2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
  - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
  - (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date\* .....after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in- Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....

SIGNATURE OF THE BANK

WITNESS.....

SEAL (SIGNATURE, NAME AND ADDRESS)

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

**FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE**

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

To  
Superintending Engineer,  
AIIMS Mangalagiri

Dear Sir,

In consideration of the AIIMS MANGALAGIRI, having offered to except the terms and conditions of 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) I 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.
- 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 upto 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 \_\_\_\_\_ day of \_\_\_\_\_ 20

For and on behalf of Bank.

Issued under seal

**Bill of Quantities**

Name of work:- **Rate Contract for hiring of water tankers for supplying treated water from Vijayawada Municipal Corporation to AIIMS Mangalagiri campus including all transportation charges.**

| S.<br>N<br>o | Description of work   | Unit             | Total<br>Quantit<br>y/Year | Rate (in<br>Rs.) | Amount* |
|--------------|---|------------------|----------------------------|------------------|---------|
| 1.           | <p>Providing water tankers (minimum capacity of 20,000 liters) with driver and helper, <b>24 × 7 service</b>, filling the tankers using a hose from <b>Vijayawada Municipal Corporation</b> water source and transportation to water reservoir of AIIMS Mangalagiri and emptying the tanker (if required) using hose including cost of fuel (diesel), required lubricants, driver and helper wages, vehicle insurance, etc. for complete.</p> <p>The present average water requirement is 300KL/day and it may vary as per actual requirement and direction of officer-in-charge.</p> | <b>Kilolitre</b> | <b>1,09,500</b>            |                  |         |

**Total Rs**

**\*Note :** The above price **excludes** applicable GST.