



ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA

(An Autonomous body under MoH&FW, Govt. of India)

TENDER ENQUIRY DOCUMENT

(Electrical connection and construction of platform for installation of water cooler in hostel at AIIMS Patna.)

Advertised Tender Enquiry No.: **AIIMS/Pat/SE/130/137555**

Brief Description of Goods : Civil and electrical work **etc.**

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES

PATNA - 801507

(An Autonomous body under MoH&FW, Govt. of India)

Procurement Cell, Phulwarisharif, Patna-801507, Bihar.

No. AIIMS/Pat/SE/130/137555

Dated-/09/2023

Instructions for Online Bid Submission

The Director, AIIMS Patna, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Direct Importers online through E-procurement solution portal of <https://eprocure.gov.in/eprocure/app> on mutually agreed terms and conditions and satisfactory performance for the **Electrical connection and construction of platform for installation of water cooler in hostel at AIIMS Patna.** . And supply of items as per the Specifications.

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

1.0 REGISTRATION

1.1 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.

1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

1.3 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.

1.4 Upon enrolment, 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.

1.5 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.

1.6 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.

2.0 SEARCHING FOR TENDER DOCUMENTS

2.1 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.

2.2 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.

2.3 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.

3.0 PREPARATION OF BIDS

3.1 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.

3.2 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 black and white option which helps in reducing size of the scanned document.

3.3 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.

4.0 CORRIGENDUM

4.1 Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.

4.2 Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Patna.

5.0 SUBMISSION OF BIDS:

5.1 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.

5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

5.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

5.4 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 **upload** it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

5.5 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.

5.6 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.

5.7 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.

5.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

5.9 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.

5.10 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.

6.0 ASSISTANCETOBIDDERS

- 6.1 Any queries relating to the tender document and the terms and conditions contained there in should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 6.2 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.

7. Guideline for submission of bid:

A. Technical Bid:

The following documents are to be uploaded using DSC by the bidder along with Technical Bid as per the tender document:

- (i) Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD) both has to be submitted by the agency, no exemption will be done.
- (ii) Signed and scanned copy of PAN, valid electrical License.
- (iii) Signed and scanned copy of GST registration certificate, with up to date clearance certificate.
- (iv) Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation.
- (v) Signed and Scanned copy of Tender Acceptance letter "Annexure-I"
- (vi) Signed and scanned copy of proof of Status of Bidder: Bidder should have registration with Govt. / Semi Govt. organization like railways, CPWD, BRO, MES, State PWD whose jurisdiction defined to work in Bihar state in appropriate class are eligible to participate in tender and having experience in similar work
- (vii) Signed and scanned copy of satisfactorily completed the similar works during the last Five (5) years prior to the last stipulated date for submission of the bid as per "Form D" (with supporting documents)
- (viii) Signed and scanned copy of Power of Attorney as per "Annexure – II" in favour of person.

- (ix) Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.
- (x) Signed and Scanned Copy of Integrity Pact as per Format attached in tender documents.

Note-

- Applications from Joint ventures or consortium of companies will not be accepted or considered for participation
- Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.

B. Price Bid / Financial Bid :

Schedule of price bid in the form of BOQ_XXXX .xls a. The Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Patna.

INFORMATION & INSTRUCTIONS TO BIDDERS

Item rate tender is invited on behalf of Director All India Institute of Medical Sciences Patna from experienced, Specialized Firms and Eligible contractor of reputed in single stage two bid systems **Electrical connection and construction of platform for installation of water cooler in hostel at AIIMS Patna.**

NIT No.	Name of work & Location	Estimated Cost put to Tender	Earnest Money	Period of Competition	Last date & time of submission of Eligibility Documents & Financial bids	Period during which EMD and Eligibility documents shall be submitted Online	Time and date Time and date of opening of eligibility documents
AIIMS/Pat/SE/130/137555	Electrical connection and construction of platform for installation of water cooler in hostel at AIIMS Patna.	Rs. 6,08,915/-	Rs 12,178/-	45 Days	Up to 15:00 Hrs on 00.09.2023	From 00.09.2023 10:00Hrs to 00.09.2023 15:00 Hrs	On 00.09.2023 At 15.00 Hrs

The work shall be executed as per DSR 2021 rates i/c latest cost index (Civil, Electrical, Mechanical & horticulture) and non-schedule items rate shall be derived from prevailing market rate and the decision of Director shall be final and binding. GST, turnover tax, income tax, Labour Cess, etc. as applicable shall be paid by the Contractor himself and the AIIMS will not entertain any claim whatsoever in this respect. The bidder shall quote his rates considering all such Taxes. The AIIMS shall deduct from the running bills and final bill, the TDS, & Labour Cess as applicable. However in respect of GST, same shall be paid by the Contractor to the concerned department.

It will be obligatory on part of the Bidder to tender for all the component parts. The Institute reserves right to accept tender in full or in part. The Institute 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 assigning any reason. All bids in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the Bidders shall be summarily rejected.

The tenderers are advised to visit the site before attending the Pre-bid conference, if any, for greater clarity on the existing building structures and space available for execution of the work.

The Institute Campus is targeted for 3/4 Star from GRIHA / LEED rating. In order to secure this rating, a high degree of responsibility and cooperation is necessary from the contractor. All materials and systems used in the project are intended to maximize energy efficiency for operation of Project throughout service life (substantial completion to ultimate disposition – reuse, recycling, or demolition) with an emphasis on top quality. Materials and systems are to maximize environmentally-benign construction techniques, including construction waste recycle, reusable delivery packaging, and reusability of selected materials. All vendors / contractors must adhere to best practices related to Green Buildings, and rates quoted take this into account. Nothing extra on this account shall be payable.

It is mandatory to sign the Integrity Pact by the Bidder failing which the Tenderer will stand disqualified from the tendering process and such Application would be summarily rejected.

The tender document consisting of plans, specifications, schedule of quantities 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 obtained from the office of SE/**All India Institute of Medical Sciences, Patna**. During the office hours on all working days except on, Sunday & Public holidays and also can be downloaded free of cost from website <https://www.AIIMS Patna.org>. / <https://eprocure.gov.in/cppp/>

Bidders are advised to keep visiting the above mentioned web-sites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the Bidder of his liabilities to submit the tender complete in all respect including updates thereof, if any.

In case the lowest tendered amount (worked out on the basis of quoted rate of individual items) of two or more Bidders is the same, then such lowest Bidders may be asked to submit sealed revised offer quoting rate of each item of schedule of quantity for all sub sections/ sub heads as the case may be, but the revised quotes rate of each item of schedule of quantity for all sub sections / sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more Bidders received in revised offer is again found to be equal, then the lowest tender among such Bidders shall be decided by a draw of lots in the presence of lowest Bidders who have quoted equal amount of their tenders.

In case any of such lowest Bidders in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated as invalid. Such case of revised offer of the lowest firm/contractor or case of refusal to submit revised offer by the lowest Bidder shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest Bidders those who have tendered amount (as a result of their quoted rates of individual items), refuses to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest Bidder.

The tender for the works shall remain open for acceptance for a period of **One Hundred Twenty (120) days** from the date of opening of Eligibility Documents. In case the Tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the Tenderer shall not be allowed to participate in the re-tendering process of the work.

Bidder, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate (s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the re-tendering process of the work.

The tender inviting Authority shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

The Successful Tenderer shall be required to submit a Performance Guarantee of 5% (Five Percent) of the agreement amount within 15 days of issue of letter of intent. This guarantee shall be in the form of Fixed Deposit Receipts or Bank Guarantee from any Scheduled Bank or the State Bank of India in accordance with the prescribed form. This period can be further extended by Engineer-in-Charge/Institute up to a maximum period of 7 days on the written request of the contractor, **however late fee will be charged @ 0.1% per day.**

The Tenderer whose tender is accepted (Successful Tenderer/Bidder or Contractor) will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 5.0% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the Contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit.

The Security amount will also be accepted as Fixed Deposit Receipt or Bank Guarantee of a Scheduled Bank or State Bank of India provided confirmatory advice is enclosed.

On acceptance of the tender, the name of the accredited representative(s) of the selected Contractor who would be responsible for taking instructions from the SE/EE or his authorised representative, AIIMS PATNA shall be communicated in writing to the AIIMS PATNA. The selected Contractor shall give a list of employees related to him to the Institute.

The Selected Contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Accepting Authority may in his discretion, without prejudice to any other right or remedy available in law, cancel the Contract. The Selected Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Agreement shall be drawn with the successful bidder as per the format forming part of the Tender Documents. This Notice Inviting Tender shall form a part of the contract document. The successful bidder / tenderer, on acceptance of his bid by the Accepting Authority shall within 15 days from the letter of acceptance, sign the agreement consisting of:

The Notice Inviting Tender, all the documents including special conditions, additional conditions, particular specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

SECTION II - INFORMATION & GENERAL INSTRUCTIONS TO BIDDERS

1. General

- 1.1 Information and Instruction for Contractors for tendering forming part of NIT and to be posted on website.
- 1.2 Information and instruction for Contractor will form part of NIT.
- 1.3 Late offers will not be accepted.
- 1.4 The bidders are requested to visit site and get familiarized with local condition before submission of tenders.
- 1.5 Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Competent Authority i.e. Director AIIMS Patna.
- 1.6 The bidder should be registered contracting firms under companies Act 1956, if applicable.
- 1.7 Bidders/contracting firms should have completed only in their own name & style, similar work.
- 1.8 All scaffolding shall be arrange by the agency/bidder itself. The bidders should quote their rates keeping in mind that centring shuttering, scaffolding, ladder & staging shall be arranged by the bidder itself. **An undertaking needs to furnish by the contractor by that the firm/companies is having sufficient steel plate shuttering of slags beams, columns and steel scaffoldings.**
- 1.9 The bidder will take all the precaution not to damage any part of the building. Anyhow if damage is done, the same shall be restored to its original shape & size by the executing agency at his own cost.
- 1.10 **Quoted rates deemed to be inclusive of all taxes including GST.**
- 1.11 **L1 shall be decided on composite basis i.e. total (A)**
- 1.12 Letter of transmittal and forms for qualification are given in Section III.
- 1.13 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, Reference to the same should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'Nil' or 'No such case' entry should be made in that column. If any particulars/query is not applicable in case of the Bidder, it should be stated as 'not applicable'. The Bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the Bidder being summarily disqualified. Submissions made by telegram, fax, email or telex and those received late will not be entertained.
- 1.14 The Application should be type written/downloaded.

The Application along with required documents should be uploaded in Original and each page should be serially numbered. All the pages should be duly signed in ink on each page & official seal stamped and should be uploaded online super scribing with "Tender documents for **Electrical connection and construction of platform for installation of water cooler in hostel at AIIMS Patna.**

1.16 Documents submitted in connection with this tender will be treated confidential and will not be returned.

1.17 Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialling, dating and rewriting.

1.18 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the Bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.

1.19 The Bidder is advised to attach any additional information which he thinks is necessary in regard to his capabilities to establish that the Bidder is capable to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Tender Application, unless it is called for by the Institute.

1.20 The credentials submitted in respect of Tender Application shall be verified before award of work. Any information furnished by the Bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from any work awarded and from tendering/taking up of any other work in the Institute. If such Bidder happens to be an enlisted contractor of any Govt. organization, his name shall also be recommended for removal from the approved list of contractors.

1.21 Agency / firm intended to tender may visit of the Superintending Engineer regarding any query in respect of the drawings, sites etc. in any working day before last date of submission of tender.

1.22 NSIC / SSI / MSME registered bidders/vendors are not exempted from submission of EMD fee. Tender fee and EMD both has to be submitted by the bidder

2.0 Definitions

In this document the following words and expressions have the meaning hereby assigned to them.

- 2.1 Institute:** means AIIMS PATNA, acting through Director, AIIMS PATNA
- 2.2 Bidder:** means a legal entity in the form of a proprietary firm, firm in partnership, limited company (private or public) or corporation acting through its authorized signatory. Wherever the generic expression 'he' is used to refer to a Bidder, it will refer to any bidder irrespective of gender.
- 2.3 "Year"** means "Financial Year" unless stated otherwise.

3.0 Method of Application:

- 3.1** If the Bidder is a Proprietary Firm, the application shall be signed by the proprietor, with his full typewritten name, and full name of his Firm with its current address.
- 3.2** If the Bidder is a Firm in partnership, the application shall be signed by all the partners of the firm with their full type written names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney shall accompany the Application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the Application.
- 3.3** If the Bidder is a Limited Company or a Corporation, the application shall be signed by a duly authorized person holding power of attorney duly registered for signing the application. In such a case, a certified copy of the power of attorney shall accompany the application. The Bidder should also furnish a copy of the Certificate of Incorporation,
- 3.4** In case of foreign entities, only entities having registered establishment in India for carrying out its operations for at least last 7 years and meeting all other eligibility criteria, as mentioned in this document, may also apply.

4.0 Final decision making authority:

The Institute reserves the right to accept or reject any Tender and to annul the process and reject all tenders at any time, without assigning any reason or incurring any liability to the Bidders unless such action is warranted by actions of any bidder(s).

5.0 Particulars provisional:

The particulars of the work given in Tender Documents are provisional. They are liable to change and must be considered only as information to assist the Bidder to tender for proposed work.

6.0 Site visit:

The site for the work is available. The Bidders are advised to visit the site of work and its surrounding and obtain for himself on his own responsibility, all information that may be necessary for preparing the Tender. The cost of visiting the site shall be at the Bidder's own expense.

7.0 Minimum Eligibility Criteria

7.1 The interested bidder should meet the following minimum qualifying criteria.

- a) Bidder should have registration with Govt. / Semi Govt. organization like railways, CPWD, BRO, MES, State PWD whose jurisdiction defined to work in Bihar state in appropriate class are eligible to participate in tender and having experience in similar work
- b) **The bidder should have satisfactorily completed the works as mentioned below during the last five (5) years prior to the last stipulated date for submission of the bid.**
 - i. **At least three similar or completed works each of value not less than 40% of the estimated cost put to tender.**

OR

- ii. **At least two similar completed works each of values not less than 60% of the estimated cost put to tender.**

OR

- iii **At least one similar completed works of values not less than 80% of the estimated cost put to tender.**
- c) **At least one similar work should have been completed in Ministers/ Department/ Autonomous/ Bodies/ public Sector Undertaking under Government of India or state Govt.**

A Similar work shall mean, works, completed in India, of:

: Electrical work and Civil construction work.

7.2 Components of works executed other than those include in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this. 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 receipt of Applications.

7.3 The Bidder must submit an undertaking that the bidder is not in default of payment of Statutory dues (other than disputed dues being contested by the Bidder) and that up to date tax returns have been filed along with the payment of due taxes, and submit copies of such returns submitted to the IT Department/Department of Trade and Taxes.

7.4 The bidder should submit Signed and scanned copy of Audit report of the last five years ending 31st March 2023 duly certified by the Chartered Accountant, company should be financially sound and have suffered no loss till 31/03/2023.

- 7.5 Bidder should not have been blacklisted by any State/Central Government Department/Autonomous Bodies or PSU. The bidder must submit a duly notarized affidavit to this effect.
- 7.6 The Bidder should have own machinery & equipment required for the proper and timely execution of the work.
- 7.7 The Bidder should have on his pay roll sufficient number of Technical and Administrative employees for the proper execution of the contract. The Bidder should Submit a list of these employees clearly stating how they would be involved in this work.
- 7.9 The bidder shall submit the supporting documents such as:
List of full-time technical staff (clearly mentioning regular/contract staff) proposed to be deployed for the work with name, qualification and experience, each along with complete CV, not exceeding 2 pages.
Attested copies of Degree/Diploma and experience certificate.
- 7.10 The Bidder's performance for each work completed in the **last Five years** and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent.
- 7.11 The Bidder needs to make disclosure of any liquidated damages or penalties imposed on it by the clients towards delay in completion of project or for not meeting the contractual specifications, including issues relating to defects, workmanship and warranty obligations.
- 7.12 The Bidder will be required to give an undertaking that it would comply with all statutory laws and compliances, including those applicable to the sub-contractors appointed by him and indemnify the Institute of all implications and consequences resulting from any non-compliances due to any reasons whatsoever,

8.0 Evaluation Criteria for Qualification:

- 8.1 For the purpose of qualification, the details submitted by the Bidders will be evaluated in the following manner:
- 8.1.1 The criteria prescribed in para 7.1 to 7.12 above in respect of experience of similar class of works completed, solvency and financial turn over etc. will first be scrutinized and the Bidder's eligibility for the work to be determined.
- 8.1.2 The Bidders qualifying the criteria as set out in para 7.1 to 7.12 above will be shortlisted for opening of Financial Bids.

The Institute, however, reserves the right to modify the criteria or to restrict the list of such qualified Bidders to any number deemed suitable by it.

The Institute also reserves the right to appoint a committee or any consultants to complete any part of the selection process.

- 8.2 Even if a Bidder satisfies the above requirements, he may be liable to disqualification if he has:
- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.

- (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.
- (c) If confidential inquiry reveals facts contrary to the information provided by the Bidder.
- (d) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria
- (e) If inspection of works in progress or completed by the Bidder are not found satisfactory by the Institute.

9.0 Financial Information:

Bidder should furnish the following financial information:

Annual financial statement for the last five (5) years in (Form 'B'- P- 23 & 24). This should be supported by audited balance sheets and profit and loss accounts duly certified by the statutory auditor and copies of Income Tax Return filed with Income Tax Department.

Solvency certificate issued by a Scheduled Bank after date of issue of these Tender documents, in (Form 'C'- P-25) Name and address of the bankers, identification of individuals familiar with the Bidder's financial standing and a banker's statement on availability of credit.

10.0 Experience in works highlighting experience in similar works:

10.1 Bidder should furnish the following:

List of all works of similar nature successfully completed during the last five years in (Form 'D'- P- 26).

List of the projects under execution or awarded in (Form 'E'- P - 27).

10.2 Particulars of completed works and performance of the Bidder duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress. (Form 'F'- P- 28).

11.0 Organization Information:

Bidder is required to submit the information in respect of his organization in Form 'A' 'G'.

12.0 Letter of Transmittal:

The Bidder should submit the letter of transmittal attached with the document at P- 17 & 18.

13.0 Financial Bids:

After evaluation of Eligibility Documents, a list of the qualified Bidders will be prepared. Financial Bids of the qualified Bidders will be opened on a later date. Date for Financial Bid's opening will be informed separately to the qualified Bidders.

14.0 Miscellaneous:

14.1 The Institute reserves the right, without being liable for any damages or obligation to inform the Bidders, to:

(a) Reject any or all the Tenders without assigning any reason.

14.2 Any effort on the part of the Bidder or his agent to influence or pressurize the Institute would result in rejection of his Tender. Canvassing of any kind is prohibited.

14.3 Work shall be executed according to General Conditions of Contract forming part of the Tender Documents. The Institute reserves the right to modify any of the conditions, to its specific requirements.

14.4 The Bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at PATNA shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding process.

14.5 The Institute, in its sole discretion and without incurring any obligations or liability, reserves the right, at any time, to; Suspend and/or cancel the Tender process and/or amend and/or supplement the Tender process or modify the dates or other terms and conditions relating thereto;

Consult any Bidder in order to receive clarification or further information;

Qualify or not to qualify any Bidder and/or to consult any Bidder in order to receive clarification or further information;

Retain any information and/or evidence submitted to the Institute by, on behalf of, and/or in relation to any Bidder; and/or

Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;

Call for information from previous clients and evaluate the previous completed Projects regarding all submissions including litigations;

Undertake physical verification of completed projects and interact with clients;

Call for information from taxation authority or by financial auditor, banker, and chartered accountant Engaged by the Bidder.

14.6 It shall be deemed that by submitting the Tender, the Bidder agrees and releases the authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and the Tender Documents, pursuant here to, and/or in connection with the Tender process, to the fullest extent permitted by applicable law, and raise any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

Section-IV
FORMS FOR QUALIFICATION

LETTER OF TRANSMITTAL

From:
(Full Address of Bidder)

To,
Director
All India Institute of medical sciences Phulwarisharif, Patna

Subject: Electrical connection and construction of platform for installation of water cooler in hostel at AIIMS Patna.

Sir,

Having examined the details given in Notice Inviting Tender for the above work, I/We hereby submit the requisite documents and other relevant information.

I/We hereby certify that all the statements made and information supplied in the enclosed Forms 'A' to 'G' and accompanying statements are true and correct.

I/We have furnished all information and details necessary for selection of Contractor and have no further pertinent information to supply.

I/We submit the requisite certified solvency certificate and authorize the Director, AIIMSPATNA to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize the Institute to approach individuals, employers, firms and corporations to verify our competence and general reputation.

I/We have not been blacklisted by any State/Central Government Department or PSU or Autonomous Bodies. I/We have submitted a duly notarized affidavit to this effect.

I/We undertake that I/we would comply with all statutory laws and compliances, including those applicable to the sub-contractors appointed by us and indemnify the Institute of all implications and consequences resulting from any non-compliances due to any reasons whatsoever.

I/We submit the certificates as per the Form 'D' in support of our suitability, technical knowledge and capability for having successfully completed the following works:

S. No.	Name of work	Amount	Contact particulars of certificate issuing authority
1.			
2.			
3.			

The Bidder shall furnish all contract information such as postal address, telephone and fax numbers, e-mail ids etc. Incomplete information will make the Application liable for rejection.

Following documents are submitted herewith

Document Checklist

Form 'A' - Structure & Organization of Bidder (with supporting documents)

Form 'B' - Financial Information (with supporting documents)

Form 'C' - Banker's Certificate

Form 'D' - Details of similar works completed (with supporting documents)

Form 'E' - Details of similar works in hand (with supporting documents)

Form 'F' - Performance reports of works

Form 'G' - Details of Technical & Administrative Personnel

Affidavit

Pledge of Compliance

Integrity Pact and Integrity Agreement

Demand Draft, Bank Guarantee from a Scheduled Bank towards Earnest Money Deposit.

Tender Acceptance letter

Demand Draft from a Scheduled Bank, ~~towards Tender Document Fee~~

Upload soft copy of the Tender document, duly signed on each page by authorized signatory.

Seal of Bidder:

Date of Submission:

Signature of Bidder

CHECK LIST FOR TERMS AND CONDITIONS

A. Checklist of documents to be submitted online:

S. No.	Terms & Conditions as per bidding document	Yes/ No	Page no
1	Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD). Both has to be submitted by the bidder. No exemption is granted.		
2	Signed and scanned copy of PAN, Valid electrical License.		
3	Signed and scanned copy of GST registration certificate, with up to date clearance certificate.		
4	Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation.		
5	Signed and Scanned copy of Tender Acceptance letter “Annexure-I”		
6	Bidder should have registration with Govt. / Semi Govt. organization like railways, CPWD, BRO, MES, State PWD whose jurisdiction defined to work in Bihar state in appropriate class are eligible to participate in tender and having experience in similar work		
7	Signed and scanned copy of satisfactorily completed the similar works during the last five (5) years prior to the last stipulated date for submission of the bid as per “Form D” (with supporting documents)		
8	Signed and scanned copy of registered Power of Attorney as per “Annexure – II” in favour of person.		
9	Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.		
10	Signed and Scanned Copy of Integrity Pact as per Format attached in tender documents.		

B. Checklist of documents to be submitted online:

Price Bid /Financial Bid:

1	BOQ.xls	
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FORM – A
STRUCTURE & ORGANISATION

1	Name & complete address of the bidder	
2	Telephone no. /Telex no/Fax no.	
3	Legal status of the bidder (attach certified copies of original document defining the legal status)	(a) A proprietary firm (b) A firm in partnership (c) A limited company or Corporation
4	Details of incorporation/ commencement of business	
5	Date of commencement of business	
6	Income Tax Permanent Account No (PAN)	
7	Particulars of registration with various Government Bodies for Interior works (submit proof, duly attested by bidder)	
8	Name & designation of Directors & partners	
9	Name and designation of Authorized signatory authorized act for the Organization.	
10	Was the Bidder ever required to suspend work for a period of more than six months continuously, After he commenced the work? If so, give the name of the project and reasons of Suspension of work	
11	Has the Bidder, or any constituent partner in case of partnership firm, ever abandoned the Awarded work before its completion? If so, give name of the project and reasons for	

	Abandonment.	
	Has the Bidder, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details.	
	Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? if so, give details.	
	Any other information considered necessary related to the Tender that has not been included above.	
	Name and address particulars of Chartered Accountant/Statutory Auditor verifying the financial information	
	Name and Complete Address particulars of the Bidder's Bankers	

Date:

Signature of the Bidder/
Authorized Signatory

Seal of Bidder

**FORM 'B' FINANCIAL
INFORMATION**

Name of the Bidder

Bankers Details	
Name of Bank	
Address	
City	
Pin Code	
Name & Designation	
Phone Nos. with STD Code	
E-mail Ids	
Fax No.	
Details of Chartered Accountant/Financial Auditors	
Name of Firm/CA	
Address	
City	
Pin Code	
Name & Designation	
Phone Nos. with STD Code	
E-mail Ids	
Fax No.	

I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last three years duly certified by the Statutory Auditor.

SI No	Particulars	Financial Year (Fig. in Rs. Lakhs)			
		2020-21	2021-22	2022-23	Average annual turnover
	Mention whether records are audited	Yes/ No	Yes/ No	Yes/ No	
1	Gross Annual turnover on interior finishing works.				
2.	Profit (+)/ Loss (-)				
	Financial Position				
	Cash				
	Current Assets				
	Current Liabilities				
	Working capital (b-c)				
	Newt worth				
4.	Whether Audited	Yes/ No.			

II. Income Tax return for the last five years (to be attached)
Solvency certificate from bankers of bidder in the prescribed form 'C' issued after date of issue of these tender documents. (To be enclosed in a separate sealed envelope)

Date
Authorised Signatory

Signature of bidder/

Seal of bidder

Signature of Statutory Auditor/
Chartered Accountant with Seal

FORM 'C'

FORM OF BANKER'S SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge & information, M/s
..... having registered office at
....., a
customer of our bank, is respectable & can be treated as good for any engagement up to a limit of Rs.
..... Lakh (Rupees Lakh).

This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

SIGNATURE
(FOR BANK)

Note:

This certificate should have been issued on or after 30.01.2023

Banker's certificate should be on letter head of the Bank, sealed in cover, addressed to Director
AIIMS, PATNA.

In case of partnership firm, certificate should include names of all partners as recorded with the
bank.

FORM 'D'

DETAILS OF ALL ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST FIVE YEARS ENDING ON 31.03.2023

SI no.	Name of work/Project & location	Owner of sponsoring organization	Cost of Work in crores of rupees as per awarded letter	Final cost at completion	Date of commencement as per	Actual date of commencement	Stipulated date of completion	Actual date of completion	Litigation/arbitration case pending/ in progress with details.	Name and address/telephone number of officer to whom reference may be	Whether the work has been done on back to back basis (Yes/No)
1	2	3	4	5	6	7	8	9	10	11	12

Note: Please attach attested copies of relevant Document/PO/Complete certificate etc.

* including gross amount claimed and amount awarded by the Arbitrator.

Date:

Signature of the Bidder/
Authorised Signatory

Seal of Bidder:

Signature of Statutory Auditor/
Chartered Accountant with Seal

FORM 'E'

PROJECTS UNDER EXECUTION OR AWARDED (As on 31.03.2023)

SI no.	Name of work/Project & location	Owner of sponsoring organization	Cost of Work in crores of rupees as per awarded letter	Date of commencement as per	Actual date of commencement	Stipulated date of completion	Up to date percentage progress of work.	Slow progress if any and reasons thereof	Name and address/telephone number of officer to whom reference may be	Remark
1	2	3	4	5	6	7	8	9	10	11

Note: Please attach attested copies of relevant Document/PO/Complete certificate etc.

Certified that the above list of works is complete and no work has been left out and that the information given is correct to the best of my knowledge and belief.

Date:

Signature of the Bidder/
Authorised Signatory

Seal of Bidder:

Signature of Statutory Auditor/
Chartered Accountant with Seal

FORM 'F'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "D" & "E"

Name of work/project & location

Name and address of the authority under whom the works executed:

Agreement No.

Estimated cost

Tendered cost

Gross amount of the work completed

Date of start

Date of completion

Stipulated date of completion

Actual date of completion

Amount of compensation levied for delayed completion, if any.

Amount of reduced rate items, if any

i) Did the contractor go for arbitration

If yes, total amount of claim

iii) Total amount awarded

Performance report

(1) Quality of work	Very Good/Good/Fair/Poor
(2) Financial soundness	Very Good/Good/Fair/Poor
(3) Technical Proficiency	Very Good/Good/Fair/Poor
(4) Resourcefulness	Very Good/Good/Fair/Poor
(5) General Behaviour	Very Good/Good/Fair/Poor

Dated:

Executive Engineer or Equivalent

FORM 'G'

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

S.I No	Name	Designation	Regular /Part time	Qualification	Experience in years		Role & Responsibilities	Projects involving	Deployment (Part-time/Full- time)
					Total	In present company			

Date:

Signature of the Bidder/
Authorised Signatory

Seal of Bidder:

Signature of Statutory Auditor /
Chartered Accountant with Seal

(TO BE SWORN ON A NON-JUDICIAL STAMP PAPER OF Rs.100/-)

AFFIDAVIT

*I/we authorized signatory
of..... (Mention name of firm/company and its complete
address).....do hereby
solemnly affirm and declare as under:-

That *I/we.....*am/are registered as (mention name of
*firm/company) vide registration No..... under the provisions
of.....(mention the name of the Act).

That*I/we.....have applied in response to the Tender Documents for Construction of
various Buildings and other related structures and facility **for Electrical connection and
construction of platform for installation of water cooler in hostel at AIIMS Patna. .**
That the above named Bidder is eligible to submit the aforesaid Application , as neither the bidder nor any
of its constituents have been barred by the Central Government and/or any State Government in India at any
time prior to the date of submitting this affidavit.

That the above named Bidder during the last three years has neither failed to perform on any
Agreement nor was expelled from any project or Agreement nor any Agreement was terminated for
any breach by the bidder.

5. That the above named Bidder has not been blacklisted by any State/Central Government
Department/Autonomous Bodies or PSU.

That the above named Bidder is not in default of payment of statutory dues (other than disputes being
contested by the Bidder).

That the above named Bidder confirms that eligible similar work(s) have not been got executed
through another contractor on back to back basis.

That the above named Bidder confirms and agrees that, if any such violation comes to the notice of
AIIMS PATNA (“Owner”) in the future, then the Owner shall be at liberty to initiate appropriate penal
and legal action against the Tenderer and to forfeit the entire amount of Earnest Money
Deposit/Performance Guarantee.

DEPONENT

VERIFICATION

*I/we..... the above named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 8 are true and correct to the best of*my/our knowledge and belief and nothing is concealed there from.

Verified atthisday of

DEPONENT

* Strike out whichever is not applicable.

Pledge of Compliance

(To be given by the authorized signatory of the Bidder)

Name:

Designation:

Date:

DECLARATION

I,(name designation with company name), acting on behalf of(company name&address), which is an bidder for the Application **Electrical connection and construction of platform for installation of water cooler in hostel at AIIMS Patna. .** Hereby undertake that my Firm/company is fully conscious that if my Firm/company is selected for providing the services to AIIMS PATNA, at no point of time my Firm/company or its officials performing any responsibility on its behalf, or any associates sub-hired by us for executing any activity in the part of the project assigned to us, shall consciously or callously do anything to delay, obstruct or stall the progress of the project or any activities, decisions or actions related to the project, nor shall it refuse to cooperate or comply with any provisions of the Agreement or with any instructions issued by AIIMSPATNA, including its authorized representatives, officials, PM/PMC and/or MPD (Project Architect) for the stated or unstated reason that AIIMS PATNA’s position, approach or assessment related to any elements or aspects of the Project is at variance with the position, approach or assessment of my company or its officials.

It is further undertaken that in the event of any breach of the above undertaking during the entire period of project implementation assigned to my Firm/company, the full responsibility of any losses incurred by AIIMS PATNA, including financial, time or reputation losses, as assessed by AIIMS PATNA, shall lie with my company and its officials and my company shall fully compensate AIIMS PATNA for all such losses without resort to conciliation or arbitration processes.

Date:

Signature of the Bidder/
Authorised Signatory

Seal of Bidder:

Signature of Statutory Auditor /
Chartered Accountant with Seal

INTEGRITY PACT

To,
Director,
AIIMS PATNA
PATNA

Subject: Electrical connection and construction of platform for installation of water cooler in hostel at AIIMS Patna.

Dear Sir,

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

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

/bid.

I/ we confirm acceptance and compliance with the integrity agreement, in letter and spirit and further agree integrity agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by AIIMS Patna. I/ We acknowledge and accept the duration of the integrity agreement, which shall be in 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 PATNA 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

Yours faithfully

Seal of bidder
Date:

Signature(s) of Bidder (s)
Name and Address

INTEGRITY AGREEMENT

This integrity Agreement is made at on this Day of2023.

BETWEEN

AIIMS Patna represented through its Director.....
Hereinafter referred as the 'Principal/Owner' which expression shall unless repugnant to the meaning or context hereof includes its successors and permitted assigns)
AND

.....
Through..... (Hereinafter referred to as the "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 (NIT No.....) (Hereinafter referred to as "Tender /Bid") and intends to award, under laid down organizational procedure, Contract for (name of the work) 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:

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.

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.

The Principal/Owner shall endeavour to exclude from the Tender process Any person, whose conduct in the past has been of biased nature.

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)

It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the AIIMS PATNA 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.

The Bidder(s) /Contractors(s) commits 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.

The Bidder(s) /Contractors(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, and subsidiary

Contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

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.

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 of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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.

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

The Bidder(s)/Contractor(s) will not, directly or through any other person or Firm indulge in fraudulent practice means a wilful misrepresentation or commission 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.

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:

If the Bidders /Contractors 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 Bidders (s) /Contractors 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 terminated /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.

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

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.

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.

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

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.

The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

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 Patna.

Article 7- Other Provisions

This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Institute i.e. Principal/Owner, who has floated the Tender.

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

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.

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.

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

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

Form of Earnest Money Deposit (Bank Guarantee Bond)

WHEREAS, Bidder..... (Name of Bidder) (Hereinafter called “the bidder”) has submitted his tender dated (Date) for the construction of (Name of work) Hereinafter called “the tender”)

KNOW all people by these presents that we..... registered office at(Hereinafter called “the Bank”) are bound unto Director, AIIMS Patna of in the sum of Rs..... (Rs in words..... for which payment well and truly to be made to the said Director, AIIMS Patna, the Bank binds itself, his successors and assigns by these presents.

Sealed with the common seal of the said bank this Day of20..... THE CONDITIONS of this obligation are:

If after opening of tender, the Bidder withdraws, his tender during the period of validity of tender (including extended validity of t tender) specified in the form of Tender;

If the Bidder having been notified of the acceptance of his tender by the Director, AIIMS Patna

Fails or refuses to execute the form of Agreement in accordance with the instructions to the bidder, if required;
OR

Fails or refuses to furnish the performance Guarantee, in accordance with the provisions of tender document and instructions to the bidder,

We undertake to pay to the **Director, AIIMS PATNA**, either up to the above amount or part thereof upon receipt of his first written demand, without the **Director, AIIMS PATNA**, having to substantiates his demand, provided that in his demand the **Director, AIIMSPATNA**, 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 the Bidder or as it may be extended by the **Director, AIIMS PATNA**, 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
WITNESS

SIGNATURE OF THE BANK
SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity
period of 6 months from

(To be executed by and between the Owner and the successful tenderer)

FORMAT OF AGREEMENT

This agreement is executed at _____ (place of execution) on the _____ day of _____, 2023 BETWEEN _____, which expression shall mean _____ AIIMS PATNA (“Owner”) and include its successors and assigns _____ of the FIRST PART AND _____, (name and address of the successful tenderer) (“Contractor”) of the SECOND PART.

The Owner and the Contractor shall _____ be individually referred to as the “Party” and collectively referred to as the “Parties”

WHEREAS **AIIMS PATNA**(the Owner) is desirous of developing a permanent campus and invited tenders by issuing Notice Inviting Tender (“Tender”) for selection of a contractor for constructing the said campus. The Contractor has submitted its bid pursuant to the issuing of the Tender by the Owner.

WHEREAS the details of the work proposed to be executed by the Contractor is more particularly specified in the Tender (name and identification number of Contract) (“Works”) and the Owner has accepted the Tender submitted by the Contractor for the execution and completion of the Works and the remedying of any defects therein, at a contract price of Rs.....(Rupees _____) *(in words)*

WHEREAS the Owner has now desirous of laying down the terms and conditions governing the execution of the Works and has therefore, requested the Contractor to execute the present Agreement.

NOW THIS AGREEMENT WITNESSETH AS:

In this Agreement, words and expressions shall carry the same meanings as are ascribed to them in the Conditions of Contract as more particularly mentioned in the Tender. The Parties agree that the Tender shall form an integral part of this Agreement and shall be read and construed accordingly.

In consideration of the payments to be made by AIIMS PATNA(the Owner) to the Contractor as the consideration for execution of the Works (“Consideration”), the Contractor hereby covenants with AIIMS PATNA(the Owner) to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the Tender and this Agreement.

The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Tender and this Agreement at the times and in the manner prescribed under the Tender.

The following documents shall be deemed to form and be read and construed as part of this Agreement:

Notice Inviting Tender

Contractor's Application and documents submitted for Selection
Letter of Acceptance;
Notice to proceed with the Works;
Contractor's Tender;
Contract Data;
Conditions of Contract (including Special Conditions of Contract);
Specifications;
Drawings;
Bill of Quantities; and
Any other documents listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties have caused this Agreement to be executed on the day and year first written above.

The Common Seal of

Was hereunder to affixed in the presence of:

Signed Sealed and Delivered by the said

Binding Signature of Owner

Binding Signature of Contractor

in the presence of

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work **Electrical connection and construction of platform for installation of water cooler in hostel at AIIMS Patna.** . I/we hereby tender for the execution of the Work specified for Director AIIMS Patna, 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.

We agree to keep the tender open for one hundred twenty (120) days from the date of opening of Eligibility Documents and not to make any modification in its terms and conditions.

A sum of Rs. _____/- is hereby forwarded in demand draft/bank _____ guarantee issued by a scheduled _____ bank as earnest money. If I/We fail to furnish the prescribed performance guarantee _____ within prescribed period, I/We _____ agree that the said Director, AIIMS Patna or his successors representatives, in office 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 PATNA or the successors representatives in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said the performance guarantee absolutely. The said performance Guarantee shall be a 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 Contract. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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 **

Witness: **

Address: **

Postal Address **

TENDER ACCEPTANCE LETTER

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of the AIIMS PATNA for a sum of Rs.....(Rupees.....).

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

- *
- *
- *

For & on behalf of AIIMS Patna

Signature

Designation

Dated:

PROFORMA OF SCHEDULES

SCHEDULE 'A' As per BOQ

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

SL. No.	Description of item	Quantity	Rates in figures & words at Which the material will be charged to the contractor	Place of issue
NIL				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S. No.	Description	Hire charges per day	Place of Issue
NIL			

SCHEDULE 'D'

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

- Special Conditions of Contract
- Particular Specifications/CPWD specification
- Tender Drawings
- Guarantee Certificate
- General Sound Engineering Practice

SCHEDULE 'E'

Reference to General Conditions of Contract: General Conditions of Contract
With up to date correction slip

Name of work

Electrical connection and construction of platform for installation of water cooler in hostel at AIIMS Patna. .

ESTIMATED COST OF WORK

I.	Estimated Cost	Rs. 6,08,915/-
II.	Earnest Money	Rs. 12,178/-
I.	Performance Guarantee	5.00 % of tendered amount
II.	Security Deposit	5.00 % of tendered value (Will Be Deducted From RA Bills)

SCHEDULE 'F' (GENERAL RULES & DIRECTIONS)

OFFICER INVITING TENDER: Director, AIIMS PATNA

Definitions:

1. Engineer-in-Charge **Superintending Engineer, or any other official designated to represent AIIMS Patna**
2. Accepting Authority **Director, AIIMS, PATNA or successor thereof.**
3. Percentage on cost of materials And Labour cover altogether overheads and profits **15.00 %**
4. Standard Schedule of Rates **DSR -2021 & Non-Schedule items based on MR, (Market Rate)**
5. Department **AIIMS PATNA**
6. Contract Form **Form 8, General Conditions of Contract**

Clause 1

Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour	15(Fifteen) days
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licenses, registration with EPFO, ESIC, BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance

2. Maximum allowable extension **7 (Seven) days with late fee @ 0.1% per day of the PG** beyond the period provided in (i) **Amount.**
Above

Clause 2

Authority for fixing compensation under clause 2	Director, AIIMS Patna Or successor thereof.
--	--

Clause 2A

Whether Clause 2A shall be applicable	No
---------------------------------------	-----------

Clause 5

Number of days from the date of issue of letter of acceptance for Start	7 (Seventh) day or date of handing over of site whichever is later.
---	--

Mile stones for works

SI no.	Description of Milestone (Physical)	Time allowed in days (From date of Start)	Amount to be withheld in case of non-achievement of milestones
1	Supply & Approval of sample	05	1.0% of contract amount
2	All work complete	40	1.00% of contract amount

Withheld amount shall be released if and when subsequent Milestone is achieved within respective time specified.

Time allowed for execution of work

45 days (Forty Five days)

Authority to decide:

(i)	Extension of Time	Director, AIIMS Patna Or successor thereof.
(ii)	Rescheduling of milestone	Director, AIIMS Patna Or successor thereof.
(iii)	Shifting of date of start in case of delay in handing over of site.	Director, AIIMS Patna Or successor thereof.

Clause 6,6A

Clause applicable - (6 or 6A)	6 A
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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	Rs. 25.00 Lakhs
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Clause 7A

Whether Clause 7A shall be applicable	YES
---------------------------------------	------------

Clause 10A

Nil

Clause 10B(ii)

Whether Clauses 10 B (ii) shall be applicable	No
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Clause 10 C

Component of labour expressed as percent Not applicable of value of work	NA
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Clause 10CA: - Not Applicable**Clause 10CC: - Not Applicable****Clause 11**

Specifications to be followed for execution of work	CPWD Specification for works -2018Vol I& II with up to date correction slips till last date of submission of tender and as detailed in nomenclature of items particular specification attached with the tender
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Clause 12

Type of work	Project and original work.
Maximum percentage for quantity of item work to be executed beyond which rates are to be determined in accordance with clauses 12.2, 12.3	Please refer below

12.2, 12.3	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for over all work	30% (Thirty percent) over contract value
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Clause 16

Competent authority for deciding reduced rates	The Executive Director, AIIMS Patna or successor thereof
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Clause 17

Defect Liability Period will be 12 months after recording completion certificates

Clause 25

Constitution of Dispute Redressal Committee:-

The Dispute Redressal Committee shall be constituted by Director, AIIMS PATNA, if required and deemed necessary. DRC shall constitute one chairman and two members.

Clause 36 (i): Requirement of Technical Representative(s) and recovery Rate

S/No	Minimum qualification of technical representative	Discipline	Designation (principal technical/technical representative)	Minimum Exp in Yrs	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i) per month	
						Figures	Words
1	Graduate Engineer	Civil	Principal Technical Representative	nil	nil
2	Graduate Engineer Or Diploma Engineer	Electrical/Civil Project Planning / Site/Billing Engineer	nil nil	nil

Note: Assistant Engineers, retired from Govt. services that are holding Diploma, will be treated at par with Graduate Engineers.

Diploma holders with minimum 10 years relevant experience with reputed construction co. can be treated at par with graduate engineers for the purpose of such deployment subject to the condition that such diploma holders not exceed 50 % of requirement of degree engineers.

Clause 42

- (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 5 lakhs 3% plus/minus
- For works with estimated cost put to tender more than 5 lakhs 2% plus/minus
- (b) Bitumen for all works. NA
- (c) Steel Reinforcement and structural steel sections for each diameter , section and category 2% plus/minus
- (d) All other materials Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of item	Rates in figures and words at which recovery shall be made from the Contractor.	
		Excess beyond permissible variation	Less use beyond the permissible variation.
1. 2. 3. 4. 5.	Cement Steel reinforcement Structural Sections Bitumen issued free Bitumen issued at stipulated fixed price	-----NIL-----	-----NIL-----

SCHEDULE- A

GENERAL RULES & DIRECTIONS

All work proposed for execution for contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in Newspapers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance Guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, design and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.

Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

Application for Item Rate Tender only

Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.

In case the lowest tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors is same, then such lowest contractors

may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections / sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Director AIIMS PATNA or his representative & the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractors, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the re-tendering process of the work.

4A Applicable for Percentage Rate Tender only

In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if:

The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.

The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.

The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily

rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

- 4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Director AIIMS PATNA of his representative and the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.

The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

The receipt of an accountant or clerk for any money paid by the contractor will not be

considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

The tenderers shall sign a declaration under the official's Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

- 9A. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly. (Applicable for Item Rate Tender only). However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

- 10A. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractors in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

In the case of any tender where unit rate of any item/items appear unrealistic, such

tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line. (Applicable for Item Rate Tender only).

- 12A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end. (Applicable for Item Rate Tender only).

(i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percentage) of the tendered amount within the period specified in Schedule F. The guarantee This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Institute shall be communicated in writing to the Institute.

GST, purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the AIIMS PATNA after satisfying that it has been actually and genuinely paid by the contractor. The applicable and eligible GST shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

The contractor shall give a list of Institute's employees related to him.

The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

The contractor shall submit list of works which are in hand (progress) in the following form:

Name of work	Name and particulars of Divn. Where work is being executed	Value of work	Position of works in progress	Remarks

The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Institute, may in his discretion, without

prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CONDITIONS OF CONTRACT

Definitions

1. **The Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority of AIIMS PATNA and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by Institute. All these documents, taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

(ii) **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

Contractor shall mean the individual, firm or company, whether representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

Director means the Director, AIIMS PATNA and his successors.

AIIMS PATNA means AIIMS PATNA through Director or its assignees and successors or any other official/agency assigned by the Institute.

Government shall mean the Government of India may be.

Accepting Authority shall mean the Director, AIIMS PATNA.

(viii) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.

Market Rate shall be the rate as decided by Director AIIMS PATNA on the basis of the cost of materials and labour at the site where the work is to be executed plus

the provisions to cover, all overheads and profits.

Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates mentioned in Schedule 'F', hereunder, with the amendments thereto issued upto the date of receipt of the tender.

Institute means AIIMS PATNA which invites tenders on behalf of Director, AIIMS PATNA.

Tendered value means the value of the entire work as stipulated in the letter of award.

the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Scope and Performance

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices

quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

- 8.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-
- Description of Schedule of Quantities.
 - Particular Specification and Special Conditions, if any.
 - Drawings
 - CPWD Specifications 2009
 - Indian Standard Specifications of B.I.S.
 - DSR 2018
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

Standard Form as mentioned in Schedule 'F' consisting of:

Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.

Safety Code.

Model Rules for the protection of health, sanitary arrangements for workers employed by Institute or its contractors.

Contractor's Labour Regulations.

List of Acts and omissions for which fines can be imposed.

No payment for the work done will be made unless contract is signed by the contractor.

Note: - All GCC of CPWD will be applicable on the contract . All works to be completed as per CPWD specification.

Part- D
Approved Make List
SCHEDULE OF APPROVED MAKE FOR AIIMS, PATNA

All material specified in this tender document must confirm to the brand name and be of the first quality. Samples of all materials to be used must be submitted and got approved from the Engineer in charge before procurement and use.

CIVIL & INTERIOR WORKS

SL NO.	MATERIAL	BRAND NAME
1	Cement	ACC/ Ultratech/ Lafarze /Prisim / Birla Crop Ltd. (OPC/PPC with prior approval of Engineer in charge)
2	TMT Bars	Tiscon, Elegant, SRMB Sail/ RINL (As per approved drawing and approval from Engineer in charge)
3	Flush Doors	GREENPLY, CENTURY, MERINO, Green lam
4	Plywood (HPL)	Greenply, Century, Green lam, MERINO
5	Decorative Plywood veneer	True wood, Archid, Green decowood, Century, Mayur, Merino
6	Laminate	Formica, Sumnica, Century, Green lam, Silicon, Merino
7	Locks	Godrej, Hettich, Hafelle, Ozone,
8	Aluminum Sections	INDAL, Hindalco
9	Floor spring	Hardwyn, Ozone, Garnish, Godrej/ Everite
10	White Cement & wall putty	Birla White, JK, papers (M/S Sanjay & Sons Paints company) or equivalent.
11	Glass, Mirror	Pilkington, Saint Gobain, Modi
12	Acrylic Emulsion Paint	ICI, Asian paint, Berger, Nerolac
13	Cement primer	Berger, ICI
14	Enamel Paint	ICI, Berger, Asian paint/ Nerolac
15	Ceramic Tiles	Nitco, Somany, Kajaria, Orient
16	Waterproofing Compound	Sika, Laticrete
17	Gypboard False ceiling	SAINT GOBAIN / USG BORAL/ Arm Strong/ Gypsum false ceiling gypsum India Ltd/ Bearl Gypsum, India gypsum Laffarge
18	Mineral Fiber Board False Ceiling	Armstrong/ USG Boral/ India Gypsum
19	Acoustic Wall Panel	Armstrong / Anuton
20	Laminated Wooden Wall Panel	Armstrong / Anuton
21	Perforated Gypboard Wall Panel	Saint Gobain / USG Boral/ India Gypsum
22	Solid Wooden Flooring	Square Foot/ Pergo/Armstrong
23	Glass Mosaic Tiles	Italia, Bisaza/ Mridul /Birazza/ Pace India
24	Adhesive	Sika, pidilite or approved equivalent
25	Carpet	Barber point / Piccolo
26	Urinary Modesty Panels angular	Greenply, Century, Green lam, MERINO
27	BESCO cubical ZMS black	Greenply, Century, Green lam, MERINO
28	Ceramic/ Glazed Tiles	Kajaria/Somany/Nitco/AGL/Jhonson
29	White Cement	ACC, Birla, J.K White
30	Vitrified / Digital Glazed Vitrified Floor Tiles (DGVT)	AGL, Nitco, Rak, Kajaria, Somany, Jhonson
31	Tile Fixer/ Adhesive /Epoxy/ grouts	Fosroc, CICO, Sika, Pidilite, Balendura, Letecret, Hindcon chemical Ltd.
32	Water Proofing Compound	Fosroc, Kika, Pidilite, CICO, Impermo, Hindcon Chemical Ltd.
33	Paint/ Primer	1 st Quality Paints of Berger, Neroloac, Asian, ICI
34	Acrylic Exterior Paint	APEX Ultima, Weather coat all guard, Weather Shield Max
35	Cement Based Wall Putty	JK/Birla/Sara
36	Sanitary fittings & Accessories	Hindware, Parryware, Cera, nycer, Jaquar
		Page No. 1

37	C.I. Manholes Frame & Covers & C.I. Grating	NECO, RIF, SKF,BIC
38	Ball Valves	Zoloto, Leader, Castle, Kalpona, Kirloskar
39	Mirror	MODI Guard, Saint-Gobain
40	Stainless Steel Door Handles, Locks/ Latches & Fittings	Dorset, Godrej, Harrision, Plaza, Yale, Dorma, Ozone, Geze
41	Stainless Steel Pipes & Fittings	Sail, Jindal, Tata, (TISCO), Salim
42	Aluminium Section	Hindalco, Jindal, Indal
43	Steel fire Rated Door Shutter	Sukri, Shakti-Met, Navair, Adhunik
44	Fasteners	Skippter, HR Steel Industries, Royal Balaji, Howrah
45	P.T.M.T Bath Accessories	Prayag, Shakti
46	Pre- Painted Galvanised Iron Sheet (PPGI)	TATA,- Bluescope, Bhushan Power & Steel
47	MS ERW Pipe	Bhushan Power& Steel, Jindal

ELECTRICAL ITEMS:

SL No.	MATERIAL	BRAND NAME
1	MS. Conduit ERW(ISI)	AKG,BEC,ICI
2	Wires	Finolex, Havels, KDK
3	Switches Sockets	Anchor Roma, Crabtree, MK , Legrand/ Parasonic / Northwest/ Havells/ CLIPSAL/ MK/ Scheinder
4	H.T cables	Nicco, Havels, Polycab
5	Light Fittings	Philips/ WIPRO/Syska
6	Distribution Boards	Havels, MK, Legrand/ L&T/ Legarnd/ Siemens/ Scheinder
7	Lamps	Philips, Osram, Hettich, Syska
8	MCB , MCCB	Havels, MK, Legrand/ L&T/ Legrand /Scheinder/ ABB/ Siemens

LIGHT FITTINGS

SL NO.	MATERIAL	BRAND NAME
1	Led Downlight Light 28W, 4000K/5000K, Dimmable, 8"	Philips/Havells/Wipro/SYSKA LED/Lighting Technologies India Pvt. Ltd.
2	Led Downlight Light 15W Square, 6"-15" 6.5K	Philips/Havells/Wipro/SYSKA LED/Lighting Technologies India Pvt. Ltd.
3	Led Downlight Light 14W, 4000K/5000K, Dimmable	Philips/Havells/Wipro/SYSKA LED/Lighting Technologies India Pvt. Ltd.
4	LED Strip Light, 3000k / 6000k / R/G/B IP65	Philips/Havells/Wipro/SYSKA LED/Lighting Technologies India Pvt.Ltd .
5	6CH 2A New Leading Edge Dimmer.	Philips/Havells/Lighting Technologies India Pvt. Ltd.
6	48 Channels DMX scene Controller	Philips/Havells/Lighting Technologies India Pvt. Ltd.
7	3CH 650Ma LED Driver	Philips/Havells/Lighting Technologies India Pvt. Ltd.
8	1 Port Programming Gateway.	Philips/Havells/Lighting Technologies India Pvt. Ltd
9	Logic Automation Module	Philips/Havells/Lighting Technologies India Pvt. Ltd.
10	TP+N type surge protector=SPD Euro-2	Philips/Havells/Lighting Technologies India Pvt. Ltd.
11	DLP Panel.	Philips/Havells/Lighting Technologies India Pvt. Ltd.
		Page No-2

12	panel Power Interface EU	Philips/Havells/Lighting Technologies India Pvt. Ltd.
13	Mount Front End Devices with Panel Power Interface	Philips/Havells/Lighting Technologies India Pvt. Ltd.
14	25A "C" Series Dipole MCB	Philips/Havells/Lighting Technologies India Pvt. Ltd.
15	750mA power supply module	Philips/Havells/Lighting Technologies India Pvt. Ltd.
16	44M Distribution Board	Philips/Havells/Lighting Technologies India Pvt. Ltd.
17	Output 10-30V DC Current 5A DC of SMPS	Philips/Havells/Lighting Technologies India Pvt. Ltd.

FIRE FIGHTING

SL NO.	MATERIAL	BRAND NAME
1	Single-ended Reflected Type Beam Smoke Detector with mounting kit. (M-Beam1224)	System Sensor / Apollo/ GST
2	Break glass type manual call box with all accessories.	Agni / Reavel/ System Sensor
3	Electronics hooter with all accessories.	Agni / Reavel/ System Sensor
4	02 Zone Conventional Fire panel with display & standard battery backup	Agni / Reavel/ System Sensor
5	2 x 1.5 mm ² FRLS copper Armoured	Havels/Nicco / Polycab
6	ABC type Fire Extinguisher refilling with ISI Marked ABC powder Cap. 6 kg.	Safeguard / Safepro Fire/ Guards

HVAC ITEMS:

SI No	Detail of Equipment / Material	Make/Manufacturer
1	Propeller Fans	Crompton/ Khaitan/ Alstom/ Bajaj/GE
2	Thermostat /Humidistat	Honeywell / Johnson / Siemens /Schneider
3	Purge Valve/ Drain Valve	Audco/Advance / Anergy/Zoloto
4	PVC /uPVC pipe	Polypack/Supreme/Astral/Finolex
5	Room Thermostat	Honeywell/ Johnson/ Siemens/ Schneider
6	Laminar Flow HEPA tent	Systemair/TROX/American Air Filter/ Conaire/ Thermadyne/ Airtech
7	Expanded Polystyrene Insulation	Styrene Packing/MetturBeardsell/ Toshiba/Trocellin/ Thermobreak
8	XLPE Insulation	Supreme/ Vidoflex/ Trocellene
9	Nitrile Rubber /EPDM Insulation with antimicrobial	K-Flex/Superlon/Armacell/Supreme

10	Polyurethane Foam (PUF) Insulation	Styrene Packaging & Insulations/Lloyd Insulations/Supreme
11	Pre insulated Ducts	Pal/Zeco/ ALP/ Kingspan/ Spiro / UP Twiga
12	Inline Fans	Kruger / Nicotra/ Greenheck/ Ostberg
13	Humidifier	KEPL / Rapid cool/ Emerald /Enmax
14	GI/ MS Piping (chilled/condenser/drain/hot)	Jindal-Hissar/TATA/SAIL
15	Flexible Duct Connection	Airflow/Pyroguard / Rolastar/ UP Twiga
16	Fire Damper Actuator	Belimo/Siemens/Danfoss/Honeywell
17	Fire Dampers / Smoke Dampers	Trox/ Greenheck/Ruskin Titus/Systemair
18	Filters -Pre/ Fine/ Hepa& BIBO	Thermadyne / Spectrum/ Camfil/ American Air Filter
19	Fan Coil Units with Fans	VTS/Flaktwood/Daikin/Carrier/Johnson Control
20	Factory Fabricated Duct & Flanges	Rolastar / Zeco / Ductofab / Technofab/GPS Spiro
21	Duct Dampers/ Grills/ Diffuser/ VCD/ Collar Damper etc.	Caryaire / Systemair/ Conaire/ Dynacraft /Airflow
22	Aluminium Sheet for Ducts	Jindal/ Hindalco/ Indal
23	Axial Flow Fans	Kruger / Systemair /Greenheck/ Wolter/Nicotra
24	Air Distribution (Ducting) - GI/GSS Sheets	SAIL / TATA Steel/ Jindal-Hissar
25	Air Handling Units with Coils etc.	Zeco/ Edgetech/VTS/ Waves/Flaktwood
26	Adhesives for Insulation	Pidilite/Superlon / Armacell

SCHEDULE- E

Scope of Work

The Contractor/ vender shall have to Execute following Work.

1. Dismantling, cutting, cleaning of debris stacking, disposing etc. all complete shall be done as per direction of engineer in charge by the successful contractor.
2. The successful vendor has to submit GFC drawing of construction plan to the client for approval before executing the work at his own cost. And nothing shall be paid extra in this regards.
3. The successful vendor shall have to submit the sample of item before executing work and after getting the approval from competent authority/ engineer in charge. The sample may be used for execution purpose.
4. The vendor is advised to use only approved make of items as per CPWD approved make list, in case of non – availability of material of approved make, prior approval from Engineer- in – charge shall be obtained for other make
5. The work shall be executed as per standards of CPWD, specification, GCC & SCC norms.
6. The vendor shall maintain the inventory of critical spare parts for the connective and preventive maintenance during DLP period.
7. If any malfunctionality occur in future the same parts/ items should be replaced or same alternative arrangement must be done with immediate effect.
8. The guarantee of work shall be up to 1 years.
9. The successful vendor has to submit the PERT/CPM- chart to client to achieve the desired milestone with in stipulated date of completion through Bar chart, failing which the necessary deduction in RA bill shall be done as per Mile stone chart mentioned in Tender documents.
10. The contractor shall have to submit the necessary test report as per approved govt. Norms/BIS.
11. Quantity mentioned in BOQ may increase or decreases as per site requirement.