



अखिल भारतीय आयुर्विज्ञान संस्थान, नागपुर

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

Office of Superintending Engineer, Plot No – 2, Sector – 20, MIHAN, Nagpur– 441108

Email: - [se@aiimsnagpur.edu.in](mailto:se@aiimsnagpur.edu.in)

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**NOTICE INVITING e-TENDER**

E-Tender No.	: 16/AIIMS/NAG/ENGG/2024-25
Name of Work	: Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur
Estimated Cost	: ₹ 12, 92,374/-
Earnest Money	: ₹ 38,772 /-
Performance Guarantee	: 5% of Tender Value
Security Deposit	: 3% of Tender Value
Time Allowed	: 90 Days.
Publish Date	: 25/04/2024 at 17:00 Hrs.
Bid Document Download	: 25/04/2024 at 17:15 Hrs.
Bid Submission Start Date	: 26/04/2024 at 09:00 Hrs.
Bid Submission End Date	: 16/05/2024 at 15:00 Hrs.
Technical Bid Opening Date	: 17/05/2024 at 15.00 Hrs.

Certified that this N.I.T. Contains 01 to 53 Pages

SUPERINTENDING ENGINEER  
AIIMS, NAGPUR




**Provision of Shed for General Waste, Construction of  
compost pits at AIIMS Nagpur**

**NIT No: 16/AIIMS/NAG/ENGG/2024-25**

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**Certified that this bid document contains pages 1 to 53 (One to Fifty Three pages) excluding front Cover Page**

  
**Superintending Engineer**  
**AIIMS, Nagpur**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NAGPUR**  
**NOTICE INVITING e-TENDER**

The Superintending Engineer, Plot No-02, Sec-20, MIHAN, AIIMS, Nagpur (0712-2352041, email : [se@aiimsnagpur.edu.in](mailto:se@aiimsnagpur.edu.in)/ [eecivil@aiimsnagpur.edu.in](mailto:eecivil@aiimsnagpur.edu.in) ) on behalf of The Director, AIIMS, Nagpur invites Item rate from **eligible bidders registered with CPWD in appropriate class & category/MES/Railways/ other Central govt department/State Govt/ any other Govt Dept./Govt owned autonomous body having experience in carrying out similar work** who fulfill the Pre-Qualification criteria in Two Bid System for the following work:

**N.I.T. No. : 16/AIIMS/NAG/ENGG/2024-25**

**Name of Work: - Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur**

**Estimated Cost: - ₹ 12, 92,374/- (including 18% GST)**

**Earnest Money: - ₹ 38,772/-**

**Security Deposit: - 3% of the Tendered Value (to be released after defect liability period)**

**Performance Guarantee: - 5% of the Tendered Value (submission on receipt of Letter of Acceptance and to be released after defect liability period)**

**Period of completion: - 03 Months (90 days)**

**Last date and time of submission of bid: 16/05/2024 at 15:00 Hrs.**

Bids shall be submitted online only at CPP website <https://eprocure.gov.in/eprocure/app>

Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the service providers/ Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING**  
**FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**  
**(APPLICABLE FOR INVITING BIDS ON TWO BID SYSTEM)**

The Superintending Engineer on behalf of The Executive Director, AIIMS Nagpur (0712-2352041, e-mail [se@aiimsnagpur.edu.in](mailto:se@aiimsnagpur.edu.in)/ [eecivil@aiimsnagpur.edu.in](mailto:eecivil@aiimsnagpur.edu.in) CPPP website: <https://eprocure.gov.in/eprocure/app>) invites Item rate Bids from **eligible bidders registered with CPWD in appropriate class & category/MES/Railways/ other Central govt department/State Govt/ any other Govt Dept./Govt owned autonomous body having experience in carrying out similar work** who fulfill the Pre-Qualification criteria in Two Bid System for the following work:

Sl. No.	NIT No.	Name of Work & Location	Estimated Cost Put to bid	Earnest Money	Period of Completion	Last date & Time of Submission of bid, copy of receipt for deposition of original EMD and other documents as specified in the notice.	Time & date of opening of Technical bid
1	12/AIIMS/NAG/ENGG/2023-24	Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur	Total = ₹ 12,92.374.00/- (including 18% GST)	₹ 38,772/-	03 Months (90 days)	Up to 15:00 PM on 16/05/2024	At 15:00 PM on 17/05/2024

**Instructions for Online Bid Submission:**

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

More information useful for submitting online bids on the CPP Portal may be obtained at:

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

**Registration**

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

**Searching for Tender documents**

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

**Preparation of Bids**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3) 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.
- 4) 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 /JPG formats. Bid documents may be scanned with **100 dpi** which helps in reducing size of the scanned document.
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Submission of bids**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) 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 light blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4) 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) The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
- 6) Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**Assistance to bidders**

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

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NAGPUR****Notice Inviting e-Tender**

1. The Superintending Engineer on behalf of The Executive Director, Plot No-02, Sec-20, MIHAN, AIIMS, Nagpur (Phone - 0712-2352041 email : [se@aiimsnagpur.edu.in](mailto:se@aiimsnagpur.edu.in)/ [eecivil@aiimsnagpur.edu.in](mailto:eecivil@aiimsnagpur.edu.in) ) on behalf of The Director, AIIMS, NAGPUR invites item rates from **eligible bidders registered with CPWD in appropriate class & category/MES/Railways/ other Central govt department/State Govt/ any other Govt Dept./Govt owned autonomous body having experience in carrying out similar work** who fulfill the Pre-Qualification criteria in Two Bid System for the following work of **"Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur "**.

- 1.1 The work is estimated to Cost of ₹ **12,92,374/-(including GST)**. This estimate, however, is given merely as a rough guide.
- 1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

2. **Criteria of eligibility for submission of bid documents** **Qualification Criteria**

Bidders shall submit the following forms, considering necessary for the stipulated form of BOQ/ Contract

<b>Criteria 1 - Experience and Past Performance:</b>	<b>Please submit evidence in</b>
<p>a) <b>Similar Experience:</b> Completed or substantially (at least 80 % payments received) completed similar works during last 7 years should be either of the following: -</p> <ol style="list-style-type: none"> <li>i) Three similar completed works each costing not less than the amount equal to 40 (forty) percent (5.17 lakhs) of the estimated cost; <b>or</b></li> <li>ii) Two similar completed works each costing not less than the amount equal to 50 (fifty) percent (6.47 lakhs) of the estimated cost; <b>or</b></li> <li>iii) One similar completed work costing not less than the amount equal to 80 (eighty) percent (10.34 lakhs) of the estimated cost;</li> <li>iv) <b>Similar work</b> means civil works, RCC. Works, Construction of storage Sheds etc.</li> </ol>	<p>FORM 'C' : Performance Statement</p>
<b>Criteria 2 - Performance Capability</b>	
a) <b>Key Personnel</b>	Form 'D': Structure and Organization details
<b>Criteria 3 - Financial Capability</b>	
<b>Note: Bidder shall furnish documentary evidence to demonstrate his current Financial Capability and demonstrate it as per the following sub-criteria.</b>	* CA Certified Balance sheet of last 3 financial years with UDIN number (if 2023



<p>a) <b>Financial Viability</b></p> <p>b) <b>Turnover:</b> Minimum average annual turnover of at least <b>60 % (7.76 lakhs)</b> of the estimated value of this tender</p> <p>c) <b>Financial Liquidity:</b></p> <p>i) The bidder should have a solvency of amount ₹ 3.25 Lakhs (40% of the estimated cost put to tender) certified by his Bankers on the format prescribed.</p> <p>ii) The net worth: The Net worth of Bidder firm (or principal of authorised representative) should not be negative on 'The Relevant Date' and should not have eroded by more than 30 % in the last 3 years.</p>	<p>balance sheet isn't available then earlier 3 years may be furnished)</p> <p>* FORM 'E.1', E.2, E.3</p> <p>For Annual turnover, Solvency and Net worth certificates</p>
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**Note to Bidder:**

- **The audited balance sheet certified by a chartered accountant with stamp, signature and UDIN number shall be submitted by Bidder.**
3. Agreement shall be drawn with the successful bidders on prescribed **Format I**. Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
  4. The time allowed for carrying out the work will be **03 Months (90 days)** from the date of start as defined in tender or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
  5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from CPPP website <https://eprocure.gov.in/eprocure/app>.
  6. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of ₹ 38,772/- (**Rupees Twenty Four Thousand Two Hundred and Twenty Five only**) in the form of Insurance Surety Bonds/Demand Draft/ FDR/Banker's Cheque or BG (including e-Bank Guarantee). Scanned copy to be enclosed with technical bid. It is also clarified that the bids submitted without earnest money will be summarily rejected. The Insurance Surety Bonds/Demand Draft/ FDR/Banker's Cheque or BG (including e-Bank Guarantee) may be prepared in the name of "**Director, AIIMS Nagpur**". The EMD original copy (Original Insurance Surety Bonds/Demand Draft/ FDR/Banker's Cheque or BG (including e-Bank Guarantee) or any exemption certificate) must reach AIIMS Nagpur prior to opening of tender. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract.

Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the Bidder fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

If MSME firm is registered with following agencies for tendered item then they are exempted for submission of EMD only.

- (i) District Industries Centers.
- (ii) Khadi & Village Industries commission.
- (iii) Khadi & Village Industries Board.
- (iv) Coir Board.
- (v) Central / State PSU's
- (vi) Small Industries Corporation (NSIC).
- (vii) Directorate of handicraft & Handlooms.
- (viii) Any other body specified by Ministry of MSME (Ministry of Micro, Small & Medium Enterprises).

If MSME's who are interested in availing these benefits will have to attach with their offer the proof of their beings MSEs registered with any of the above-mentioned agencies.

Startups firms registered as recognized by Department of Industrial Policy & Promotion (DIPP) is also exempted for depositing of EMD amount. Valid documents should be uploaded.

EMD should remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.

7. Copy of Enlistment Order/ Registration of Firm and certificate of work experience and other documents as specified in the bid document shall be scanned and uploaded to the e-Tendering website within the period of bid submission.
8. The contractor whose bid is accepted will be required to furnish performance guarantee of **5% (Five Percent)** of the bid amount within the period specified in Annexure III. This guarantee shall be in the form of 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 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. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Annexure III including the extended period if any, bidder shall be suspended for One Year and shall not be eligible to bid for **AIIMS Nagpur** Tender from date of issue of suspension order and the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The performance guarantee shall be submitted before commencement of work and will be returned only after successful completion of defect liability period (12 months after date of completion, if not specified otherwise)

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No., if applicable.

9. The description of the work is as follows:-

**"Provision of New Scrap yard, Construction of permanent compost pits and demolition of waste storage area at AIIMS Nagpur"**

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

10. Unless otherwise stipulated in the Tender Document, no Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, and Access to IT Services etc.) shall be provided by the Procuring Entity to Contractor at Site. Unless otherwise stipulated in the Tender Document, The Procuring Entity may supply without any obligation to do so, to the contractor part or whole of the quantity of the water and electricity required for the delivery of Services from the Procuring Entity's existing water/ electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise), provided that the contractor shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site. Nevertheless, it shall be the responsibility of the contractor to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Procuring Entity, and that the contractor shall not be entitled to any compensation— nor shall this be a reason for the delay in delivery of Services.

11. The competent authority on behalf of The Director, AIIMS Nagpur does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
13. The contractor shall not be permitted to bid for works in the AIIMS Nagpur responsible for award and execution of contracts, in which his near relative is posted as Group A/ B officer or as an officer in any capacity between the grades of Director and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Group A/ B officer in the AIIMS Nagpur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
14. The bid for the works shall remain open for acceptance for a period of **Seventy Five (75) days** from the date of opening of Technical bid in case bids are invited on two envelop system (strike out as the case may be). If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, the AIIMS, Nagpur shall without prejudice to any other right or remedy to blacklist the contractor for **One year**. Further the bidder shall not be allowed to participate in the re-bidding process of the work.
15. Copy of work experience and other documents as specified in the bid document shall be scanned and uploaded to the e-Bidding website within the period of bid submission. However, certified copy of all scanned and uploaded documents as specified in bid document shall have to be submitted physically by the lowest bidder within 15 days after opening of financial bid in the office of Superintending Engineer, AIIMS Nagpur.
16. This Notice Inviting Tender shall form a part of the contract document. The successful bidder / contractor, on acceptance of his bid by the Accepting Authority shall within **15 days** from the stipulated date of start of the work, sign the contract consisting of : -
  - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence & negotiation leading thereto.
17. Contractor must ensure to enter Name of Firm in the dedicated cells and quote Percentage Rate on each item of work with selection. The column meant for entering Name of Firm and quoting Percentage Rate in figures appears in "light Blue Color". In addition to this, while quoting rate, if the cell is left with blank, the same shall be treated as "0" (ZERO).
18. When bids are invited in two stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
19. **Opening of Price bid**  
 After evaluation of applications, a list of participant bidders will be prepared. Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives.  
 The bid shall remain valid for **75 days from the opening of eligibility bids**.
20. **Award criteria**
  - I. The **Director, AIIMS Nagpur** reserves the right, without being liable for any damages or obligation to inform the bidder, to:
    - a. Amend the scope and value of contract to the bidder.
    - b. Reject any or all the applications without assigning any reason.

- II. Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.
- III. After due evaluation of the bid(s) AIIMS, Nagpur will award the contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as unresponsive and will be rejected.

**21. Arbitration:**

If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of **Arbitration and Conciliation Act, 1996** and the rule framed there under and in force shall be applicable to such proceedings.

22. Price Variation Clause is not applicable.

**23. Prices: Competitive and Independent Prices**

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - i) those prices; or
  - ii) the intention to submit an offer; or
  - iii) The methods or factors used to calculate the prices offered.
- b) The prices should shall be neither knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

**Undue profiteering:: Controlled Price, if any:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Services, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry.

**Undue profiteering:** If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause above or to terminate the contract for default as per the contract and avail all the remedies available there in in addition to other punitive actions for violation of Code of Integrity.

Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.

The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, Private Security Agencies, Mining & Forest of the bidder's country and in India.

**24. Clarification of Bids and shortfall documents**

\*During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, asks Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically,

and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

\*If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

\*The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders only once after the technical bid opening.

## **25. Contacting Procuring Entity during the evaluation**

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

## **26. Cartel Formation/ Pool Rates**

1) Unless the Procuring Entity decides this to be a case of Cartel/ Pool Rates, if more than one bidder quote the same total evaluated price, then the Procuring Entity reserves its right to distribute unequal quantities among the bidders - excluding one or more bidders based on considerations like performance/ financial capabilities, any extra features/ benefits offered etc.

2) If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended from time to time, It reserves its rights to:

a) Order any quantity on any one or more bidders without assigning any reason thereof.

And/ or

b) Consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the "The Competition Act 2002", which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

## **27. Reasonableness of Rates Received**

Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub-clauses, or as per ITB-clause 2.3, reject any or all Bids; abandon/ cancel the Tender process and issue another tender for identical or similar Services.

### **Consideration of Abnormally Low Bids**

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

#### **Price Negotiation**

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for delivery of Services and on whom the contract would have been placed but for the decision to negotiate.

#### **28. Performance Standards**

- 1) The contractor shall perform the Services with all due diligence, efficiency, and economy, observing sound management practices, and employ appropriate advanced technology and safe methods as per the performance standards and quality control parameters as stipulated in the contract. For matters where the contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional techniques and practices.
- 2) The shortfall in Performance: In cases where the performance or/and quality of Services is/are found to be unsatisfactory, Procuring Entity or his representatives shall impose damages for the shortfall in performance. This levy of damages shall not absolve the contractor from rectification or re performance of the defective Service without further payment.

#### **29. Quality Control and Defect Liability**

- 1) The Procuring Entity shall check the quality of the Services and shall inspect the contractor's performance. The Procuring Entity shall promptly notify the contractor of any identified defects, requesting the correction of the notified defect within a reasonable time.
- 2) If the contractor has not corrected notified defect within the time stipulated in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the defect corrected. Without prejudice to any of its other remedies under this Contractor applicable law, procuring Entity shall be legally entitled to deduct such cost from the contract's payments, together with the damages for the shortfall in performance (as per clause above), a sum equivalent to the percentage stipulated in the contract.

#### **30. Communications**

- I. All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- II. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- III. No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of Contract, so designated.
- IV. Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.
- V. The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the contractor shall execute without delay all orders given by the Contract Manager from time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

**31. Measurement, Variations and Modifications**

- 1) The quantities set out in the contract are the estimated quantities of the Services, and they shall not be taken as the actual and correct quantities of the Services to be executed by the contractor to fulfil his obligations under the contract. Payment shall be made for the actual quantities deployed/delivered; however, payments shall not be made for quantities over and above those indicated in the contract unless extra quantity has been asked in a written order by the contract manager.
- 2) Measurements shall be recorded based on the contractor's day-to-day records and authenticated by the Contract Manager or his representatives updated per the agreed Works Programme.
- 1) The contractor shall be paid for the Inputs /Services at the rates in the contract. If the contractor fails to attend, the service may be measured up in his absence, and such measurements shall, notwithstanding such absence, be binding upon the contractor whether or not he has signed the measurement books.
- 2) It shall be open to the contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Contract Manager or his representative in the contractor's presence or absence after due notice has been given to him shall be final and binding on the contractor. No claim whatsoever shall after that be entertained regarding the accuracy and classification of the measurements. If the Contract Manager finds an objection raised by the contractor to be incorrect, the contractor shall be liable to pay the actual expenses incurred in re-measurements.
- 3) the Contract Manager, on behalf of the Procuring Entity, in consultation with the Contractor, order variations in writing to enlarge or extend, diminish, or reduce the Services or make any alterations in their design, inputs, site, quantities, sequence or timing, dimensions or the method of their execution or the combination and use of materials for the execution thereof or to order any additional service to be performed or any Services not to be performed. The contractor shall not be entitled to any compensation for any increase/reduction in the quantities of work but shall be paid only for the actual amount of work done. Such variations shall not be more than plus/ minus 10% of the value of the Contract and must be broadly within the original scope/ character and purpose of the original contract.
- 4) Unless otherwise stipulated, the accepted variation in the quantity of each contract item would be up to 25% of the quantity initially contracted. The contractor shall be bound to carry out the service at the agreed rates and shall not be entitled to any claim or compensation whatsoever up to the limit of 25% variation in the quantity of the individual item of services.
- 5) The variation referred to in sub-clause above shall in no degree affect the validity of the contract; but shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations, and obligations as if they had been initially and expressly included and provided for in the contract

**32. Time for Delivery of services and Extensions Thereof**

The time and uninterrupted delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the contractor shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule.. If at any time during the currency of the contract, the contractor encounters conditions hindering the timely performance of services, the contractor shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.

**Extension Due to Modification**

The Contract Manager might grant a reasonable extension of the completion date if any modifications ordered materially increase the time for delivery of the services. The contractor shall be responsible

for requesting such extension of the date as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.

**Extension for Delay Not Due to Contractor**

- 1) If in the opinion of the contractor, the progress of Services has any time been delayed due to following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Contract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:
  - a) Any act or neglect of other contractor employed by the Procuring Entity or in executing the work/service not forming part of the contract but on which Contractor's performance necessarily depends or
  - b) Proceeding taken or threatened by or dispute with external third parties arising otherwise than from the contractor's own default etc. or
  - c) Any act or neglect of Procuring Entity's employees or
  - d) Delay authorized by the Contract Manager pending arbitration or
  - e) The contractor not having received in due time necessary instructions from the Procuring Entity for which he shall have especially applied in writing to the Contract Manager or his authorized representative.
  - f) Hand over possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the contractor or
  - g) Give the necessary notice to commence the services, or
  - h) Any other delay caused by the Procuring Entity due to any other cause whatsoever.
- 2) The contractor may also indicate the period for which the Services is likely to be delayed and ask for a necessary extension of time. On receipt of such request from the contractor, the Contract Manager shall consider the same and grant such extension of time as in his opinion is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

**Extension of Time for Delay Due to Contractor**

- 1) If the contractor fails to deliver the Services within the fixed/ extended period for reasons, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.
- 2) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the contractor as agreed damages
- 3) Provided further, that if the Procuring Entity is not satisfied that the service can be completed by the contractor or in the event of failure on the part of the contractor to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.
- 4) Inordinate Delays: Delays due to the contractor of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

33. In case of delay on the part of the agency, penalty @ ½% per week of the total order value will be deducted from the contractor's bill subject to maximum of 10 % without prejudice to other terms & conditions of the order.



**34. Support to Micro & Small Enterprises (MSEs)**

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

1) MSEs interested in availing such benefits must enclose with their offer the Udyam Registration Certificate with the Udyam Registration Number as proof of their being MSE registered on the Udyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.

2) Tender sets shall be provided free of cost to MSEs

3) MSEs shall be exempted from payment of Earnest Money.

Relaxation in Prior Turnover and Experience: The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for MSE enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.

**35. Support to Start-ups**

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

1) Exemption from submission of Bid Security

2) Relaxation in Prior Turnover and Experience: The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.

**36. Payments**

Unless otherwise stipulated, the usual payment term is 100% on delivery and acceptance of Services/Works at 'the Site' by the Procuring Entity and production of all required documents. No RA bill will be paid; final payment shall be processed after completion of work as per tender.

The Final Bill shall be submitted by the Contractor in duplicate, accompanied by all supporting abstracts, vouchers, etc. within three months of physical completion of the works to the satisfaction of the Engineer-in-Charge. The Contractor shall be entitled to be paid the full measured value of the Works Order, less the value of payments made on account and of any charges properly preferred under the Conditions of Contracts. No charges shall be allowed to the Contractor on account of the preparation of a bill.

**No Advance Payments**

Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.

**37. Deviation in Schedule of Quantities**

In case if due to any alteration, additional or substituted work which the contractor may be directed to do in the manner specified as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work where deviation limit for individual contract items shall be 25% of the contract quantity. Total deviation shall not be more than 10 % of contract value. Such additional/ modification in schedule of quantities shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work. The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor as may be considered reasonable by the Engineer-in-Charge.

**GENERAL CONDITIONS OF THE CONTRACT**

**Name of work: "Provision of New Scrap yard, Construction of permanent compost pits and demolition of waste storage area at AIIMS Nagpur"**

**1. Definitions:**

The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Director, AIIMS- Nagpur 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 the Engineer-in- Charge and 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:-

- (i) 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 contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- (ii) The Site shall mean AIIMS- Nagpur 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.
- (iii) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal 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.
- (iv) The Competent Authority means the Director, AIIMS Nagpur.
- (v) Government or Government of India shall mean the Director, AIIMS- Nagpur. Accepting Authority shall mean the authority mentioned in Schedule 'F'.
- (vi) 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 or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
- (vii) Department means AIIMS- Nagpur which invites tenders on behalf of Director, AIIMS- Nagpur as specified in schedule 'F'.
- (viii) Tendered value means the value of the entire work as stipulated in the letter of award.
- (ix) Date of commencement of work: The date of commencement of work shall be 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.
- (x) Date of commencement of work: The date of commencement of work shall be 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

**2. Scope and Performance:**

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 Delhi Schedule of rates (DSR) 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.

**3. Sufficiency of Tender** - The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted, or otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.**4. General Instructions to Bidders:** 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, this fact 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 may result in the bid being summarily disqualified.

- 1.1 The bid should be type-written. The bidder should sign each page of the application.
- 1.2 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.3 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 Superintending Engineer or equivalent.
- 1.4 The bidder may furnish any relevant additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.

**5. The bid submitted shall become invalid if:**

- a) The bidder is found ineligible.
- b) The bidder does not upload original EMD along with the bid documents & submit Original EMD in hard copy before the bid submission end date.\
- c) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document including the copy of EMD.
- d) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
- e) If a tenderer quotes nil rates against each item in Percentage Rate tender or does not quote any rate for item of the tender or any section /sub head in Percentage Rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

**6. Method of application:**

- 1.1 If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 1.2 If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
- 1.3 If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In later case a certified copy of the power of attorney should

accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

- 1.4 The tender which is not duly signed by authorized signatory or with conditions shall be treated as non-responsive and shall be summarily rejected.
7. The contractor shall take necessary instructions from the Engineer-in-charge before starting the work at site. The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
8. Any work carried out without the approval of the Engineer-in-charge at site of work shall not be accounted and will not be paid. The work shall be carried out during the office hours only. If the firm needs to carry out work on holidays/ odd hours prior permission shall be taken from the Engineer-in-Charge.
9. Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.
10. The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government. Sample of any material to be used shall get approved by the Engineer-in-Charge before using at site.
11. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.
12. **Water and electricity will not be supplied by institute / organization. For calculation of electricity and water charges, fixed charges will be deducted (0.5% of the bill amount in each bill).**
13. The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.
14. No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
15. Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics. Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.
16. The contractor shall prepare all the needed shop drawings well in advance and get them approved before placing the order and execution of the item.
17. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the contractor shall ensure that all the trucks or vehicles of any kind which are used for construction Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer - in -Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications.
18. All the works shall be carried out as per the Tender specifications. All relevant CPWD maintenance manual clauses of contract will be applicable.
19. The contractor shall get prior approval from Engineer-in-charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic / inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.

20. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes / or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that en route their destination, the dust, sand or any other particles are not released in air / contaminate air.
21. The contractor shall provide PPE safety kits to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles. The contractor shall compulsory use of wet jet in grinding and stone cutting.
22. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
23. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
24. In the case of discrepancy between the schedule of Quantities, the specifications and/or the works, the following order of precedence shall be observed.
  - (i) Description of item in the Schedule of Quantities.
  - (ii) Particular Specifications and special conditions, if any
  - (iii) C.P.W.D Specifications.
  - (iv) Specifications of B.I.S
25. The measurements for the work executed will be done as per the actual work done on site with respect to each item as specified in work order. The work executed shall be maintained in a diary and to be put up to Engineer-in-charge whenever demanded. (Format shall be approved by the department)
26. The works shall be carried out complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra will be paid on this account.
27. No labour below the age of eighteen years shall be employed on the work. The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
28. Any error in description, quantity or rate in schedule of Quantities or any omission there from 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 the specifications or from any of his obligations under the contract. All such variations, errors additions, substitutions etc. shall be decided as per the terms of the contract
29. **Defect Liability Period:**
  - (i) If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after handing over or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. **The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.**
  - (ii) The contractor warrants that the Services have been delivered as per description, scope/ quantum, performance standards and quality outlined in the contract. This Defect Liability shall be in effect for a period stipulated in the contract from completing the Services. The contract shall be deemed alive during

this period, even if final payment and/ or Performance Guarantee have been released. During the Defects Liability Period, upon discovering any deficiencies in outputs/ outcomes attributable to a shortfall in scope/ quantum, performance standards and quality of the performed Services, the Procuring Entity shall give written notice to the contractor. Upon receiving such notice, the contractor shall, within 21 days (or within any other period, if stipulated in the contract), expeditiously remedy or re perform the Services or parts thereof, free of cost, at the site. If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract, and the Procuring Entity shall proceed to take such remedial action(s) as deemed fit by it as detailed.

30. The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Engineer in charge, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.
31. The bidder shall quote their rates considering all prevalent taxes/ cess like GST, Workers Cess or any other tax on material /work as applicable and nothing extra shall be paid to the contractor on this account. The department shall deduct Workers Cess or any other tax as applicable, from the R/A bills & final bill. **However, the contractor shall pay GST to the concerned authorities directly.** TDS as applicable shall be deducted from all bills of contractor.
32. Contractor has to submit the GST compliant Bill for claiming bill from Institute.
33. All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement & other storage, fabrication yard, site laboratory, water tank etc.
34. For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.
35. All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
36. Any damage to the existing installation/ equipment/ work shall be the responsibility of the contractor and should be repaired immediately on his own cost for which nothing extra shall be paid by the department.
37. Being the hospital premises, the personnel and labourers engaged by the contractor under this contract shall wear neat and clean uniforms as per directives by the Engineer-in-charge. All manpower shall be issued identity card by the contractor duly countersigned by Engineer-in-charge to have proper identifications. The character and antecedents of the staff employed by the contractor shall be got verified from the police by the contractor.

38. All T&P, Scaffoldings, Instruments/Meters for Maintenance, Consumable and Contingent Articles required for execution of the work shall be arranged by the contractor including welding machine, drill machine (hammer & carpentry), tong tester, earth tester, insulation tester, grinding / cutting machine (Stone & wood) etc. along with all the consumable accessories in sufficient number as required.
39. For all items of Civil; CPWD specifications with correction slips up to the date of receipt of tender shall be followed. For the items which are not covered under CPWD specifications; the special conditions / B.I.S. specifications shall apply. In this regard the decision of Engineer-in-charge shall be final.
40. Unless otherwise specified, the agreement rates for all items of work of the schedule of quantities are for all heights, depths, leads and lifts involved in the execution of work.

**41. CLEANLINESS OF SITE**

The Contractor shall not stack building material / malba / muck/ rubbish on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-Charge, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material / malba as stated above, the Contractor shall be liable to pay the stacking charges / penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer –in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

**42. INSPECTION OF WORK**

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

**43. SAFETY MEASURES AT CONSTRUCTION SITE**

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

- I. The work site shall be properly barricaded.
- II. Adequate signage indicating 'Work in Progress – Inconvenience caused is regretted' or Diversion Signs shall be put on the sites conspicuously visible to the public even during night hours. These are extremely essential where works are carried out at public places in use by the public.
- III. The construction malba at site shall be regularly removed on daily basis.
- IV. All field officials and the workers must be provided with safety helmets, safety shoes and safety belts.
- V. Proper MS pipe scaffoldings with work – platforms and easy-access ladders shall be provided at site to avoid accidents. Necessary First-Aid kit shall be available at the site. The above provisions shall be followed in addition to the provisions of General Condition of Contract.

42. If AIIMS Nagpur obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if AIIMS Nagpur has substantive suspicion in this regard, AIIMS NAGPUR shall inform the same to the Chief Vigilance Officer.

**43. Force Majeure**

On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence

thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contracts far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contraction expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination. The Firm shall not be blacklisted by any Central/ State Government/ agency of Central/ State Government of India / Public Sector Undertaking/ any Regulatory Authorities in India.

#### 44. Clauses of Contract

**Clause I** - The time allowed for execution of the Works as specified in the Annexure III or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in Annexure III or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

If the work(s) be delayed by:-

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) Any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works. The contractor shall have no claim of damages for extension of time granted.

**Clause II** - Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative with the from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in- Charge and the contractor or their representatives in token of their acceptance.

**Clause III** - The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.



**Clause IV** - The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

**Clause V** - In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled. The bill payment shall be processed within 30 days after submission of bill.

**Clause VI** - When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting, masonry works, cement stains etc., on walls, floor, windows, etc shall be removed and the surface be cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.

**Clause VII** - The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge.

**Clause VIII** - The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

**CHECKLIST FOR TECHNICAL BID****Documents to be scanned and uploaded within the period of bid submission:**

<b><u>S/N</u></b>	<b><u>Details Of Documents</u></b>	<b><u>Copy Attached</u> <u>Yes / No</u></b>	<b><u>Remarks, if</u> <u>any</u></b>
1.	Valid Contractor Enlistment Order or Registration in concerned department or Registration of Firm		
2.	Bidder Information (FORM 'A')		
3.	Bid Form (FORM 'B')		
4.	Performance Statement (FORM 'C')		
5.	Structure & Organization (FORM 'D')		
6.	Financial Capability Statements (FORM 'E') Please submit all sub forms (E.1, E.2, E.3 )		
7.	Eligibility Declarations (FORM 'F')		
8.	EMD submission copy (Annexure 'A') (in case EMD of exemption, copy of valid document)		
9.	Undertaking shall be submitted by the firm for non- blacklisting		
10.	Certificate of GST Registration		
11.	Copy of PAN CARD		
12.	Copy of Latest 3 years Balance Sheet duly Certified by CA (having separate UDIN no)		

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of  
[Name & address of Bidder and seal of company]

**FORM "A" : Bidder Information**

(To be submitted as part of Technical bid) (On Company Letter-head)

Bidder's Name \_\_\_\_\_ Address and Contact Details \_\_\_\_\_

Bidder's Reference No. \_\_\_\_\_ Date \_\_\_\_\_

Tender Document No. **16/AIIMS/NAG/ENGG/2023-24**; Tender Title **Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur**

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

**Bidder/ Contractor particulars:**

Name of the Company- \_\_\_\_\_  
 Corporate Identity No. (CIN): \_\_\_\_\_  
 Registration, if any, with The Procuring Entity: \_\_\_\_\_  
 GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract) \_\_\_\_\_  
 Complete Postal Address: \_\_\_\_\_  
 Pin code/ ZIP code: ... \_\_\_\_\_  
 Telephone nos. (with area codes): \_\_\_\_\_  
 Mobile Nos.: \_\_\_\_\_  
 Contact persons/ Designation: ... \_\_\_\_\_  
 Email IDs: ... \_\_\_\_\_

Submit documents to demonstrate eligibility - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

**Taxation Registrations:**

- d) PAN number: \_\_\_\_\_
- e) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): \_\_\_\_\_
- f) GSTIN number: \_\_\_\_\_
- g) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose: \_\_\_\_\_
- h) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): \_\_\_\_\_

**Trade Registrations and Licences**

We have the following registrations/ licences required for the performance of this Service (tick as applicable). Authenticated copies of these are enclosed herewith:

- ☐ EPF
- ☐ ESI
- ☐ Labour Licence
- ☐ Private Security Agency under relevant Act
- ☐ Any other required \_\_\_\_\_

**Authorization of Person(s) signing the bid on behalf of the Bidder**

- i) Full Name: \_\_\_\_\_
- j) Designation: \_\_\_\_\_
- k) Signing as:
  - ☐ A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
  - ☐ A partnership firm. The person signing the bids duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
  - ☐ A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
  - ☐ A Society. The person signing the bid is the constituted attorney.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

**Bidder's Authorized Representative/Technical Supervisor Information**

- a) Name:
- b) Address:
- c) Telephone/ Mobile numbers:
- d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

**Form "B": Bid Form**

(To be submitted as part of Technical bid, along with supporting documents, if any)

(on Bidder's Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

To

**The Director, AIIMS Nagpur, through**

**Superintending Engineer**

**All India Institute of Medical Sciences**

**Plot No -20, MIHAN**

**Nagpur-441108**

Tender Document No. **16/AIIMS/NAG/ENGG/2023-24**; Tender Title: **Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur**

Sir/ Madam

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid (Price Schedule) for the performance of Services and incidental Goods/ Works in conformity with the said Tender Documents.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

**1) Our Credentials:**

l) We are submitting this bid -

- ☐ On our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form (Bidder Information).

m) We..... Hereby certify that ☐ We/ ☐ Our Principals M/s ..... are a firm of proven, established, and reputed Service Provider having Experience, past performance, Personnel, Machinery and Financial capability, with offices at -----.

**2) Our Eligibility and Qualifications to participate**

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in 'Qualification Criteria - Compliance. We authorise the Procuring Entity to contact our Banker to seek references and clarifications.

**3) Our Bid to deliver Services:**

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the Tender Document.

**Prices:**

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

- (a) based on terms of delivery and delivery schedule confirmed by us; and

- (b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- (c) Based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and
- (d) The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - iv) those prices; or
  - v) the intention to submit an offer; or
  - vi) The methods or factors used to calculate the prices offered.
- (e) The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

**4) Affirmation to terms and conditions of the Tender Document:**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

**5) Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for a period upto , as required in the Tender Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

**6) Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

**7) A Binding Contract:**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal Contract is signed or issued, this bid, together with your written Letter of Award, shall constitute a binding contract between us.

**8) Performance Guarantee and Signing the contract**

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

**9) Signatories:**

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder.  
We acknowledge that our digital/digitized signature is valid and legally binding.

**10) Rights of the Procuring Entity to Reject bid(s):**

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal of company]

### **Form C: Performance Statement**

**Statement of Performance of Services during Last seven (7) Years and Outstanding Current Orders**  
(To be submitted as part of Technical bid) (on Company Letter-head)

Tender Document No. **16/AIIMS/NAG/ENGG/2023-24;**

Tender Title: **Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur**

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Date.....

Note to Bidder: Bidder must fill in this form to prove conformance to Criteria 1 (Qualification criteria – Experience and Past Performance in Tender). The list below is indicative only. Bidder may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard. Statements and Documents may be mentioned/ attached here.

Contracting Entity – Name and Address	Contract Title, Number and Date	Role in Contract	The total value of the order	Status as on date ----

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[Name & address of Bidder and seal of company]



**FORM "D"**  
**STRUCTURE & ORGANISATION**

- 1) Name & postal address of the bidder
- 2) Telephone no./Telex no./Fax no./Mobile No.
- 3) E-mail ID-
- 4) Legal status of the bidder (Scan & upload copies of original document defining the legal status)
  - (a) An Individual
  - (b) A proprietary firm
  - (c) A firm in partnership
  - (d) A limited Company or Corporation
- 5) Particulars of registration with various Government Bodies (Scan & upload attested photocopy)

**Organisation/Place of Registration**

**Registration No.**

- (i)
- (ii)
- (iii)
- 6) Names and titles of Directors & Officers with designation to be concerned with this work.
- 7) Designation of individuals authorized to act for the organization
- 8) Has the bidder, or any constituent partner in case of partnership firm, limited company / Joint Venture, ever been convicted by the court of Law? If so, give details
- 9) In which field of Civil Engineering construction the bidder has specialization and interest?
- 10) Any other information considered necessary but not included above.

Signature of Bidder(s)

**FORM 'E' Financial Capability Statements**

(To be submitted as part of Technical bid) (On Company Letter-head)

Tender Document No. **16/AIIMS/NAG/ENGG/2023-24**Tender Title: **Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur**

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

Date.....

Note to Bidders: The list below is indicative only. 3 years CA certified balance sheet with UDIN to be attached. Bidder may attach more documents as required. Add additional details not covered elsewhere in your bid in this regard.

- ☐ Attached are copies of financial statements (either audited financial statements supported by audit letters or certified financial statements supported by tax returns) as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of Bidder
  - A Chartered accountant must audit historical financial statements.
  - Historical financial statements must be complete, including all notes to the financial statements.

**Form E.1: FINANCIAL INFORMATION: Average Annual Turnover**

1. Financial Analysis – Details to be furnished duly certified by the Chartered Accountant.

Financial years	2019-20	2020-21	2021-22	2022-23
Gross Annual Turn Over				
Average Annual Financial Turnover				

\*Institute may ask Form GSTR-3B, if required, to be submitted for every quarter /tax period to check the annual turnover.

Signature of Chartered Accountant

Signature of Bidder(s)

With Seal and UDIN No.

**Form E.2: FINANCIAL INFORMATION: Solvency****BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s./Sh\_\_\_\_\_ having marginally noted address, as a Customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of ₹ \_\_\_\_\_ (Rupees\_\_\_\_\_.)

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

(Signature) For the Bank

**NOTE**

1. Bankers Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

**Form E.3: FINANCIAL INFORMATION: NET WORTH****FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT**

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year\_\_\_\_\_, the Net Worth of M/s \_\_\_\_\_ (Name & Registered Address of Individual/firm/company), as on \_\_\_\_\_ (the relevant date) is ₹ \_\_\_\_\_ After considering all liabilities.

It is further certified that the net worth of the company has not eroded by more than 30% in the last three years ending on \_\_\_\_\_ (the relevant date)."

Signature of Chartered Accountant

Date and Seal

Name of Chartered Accountant

Membership No. of ICAI

UDIN No.

**\* The relevant date shall be 31/03/2023 or latest for Net Worth**

**\*The Solvency shall not be older than 12 months from date of opening of NIT**

**FORM 'F': Eligibility Declarations**

(To be submitted as part of Technical bid) (On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. **16/AIIMS/NAG/ENGG/2023-24**; Tender Title **Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur**

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]

**Eligibility Declarations**

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

We hereby confirm that we comply with all the stipulations of NIT-clause 3 and ITB-clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

**Legal Entity of Bidder:** \_\_\_\_\_**Bidder Status:** \_\_\_\_\_

We solemnly declare that we (including our affiliates or subsidiaries or constituents):

- (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- (b) (including our Contractors/ subcontractors for any part of the contract):
  - i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
  - ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- (c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
- (d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- (e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and

solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

We are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). And;

We shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

**MSME Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Dept. /PSU/ Others:.....
- b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners): **SC / ST/ NA**

**Start-up Status**

We confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT. – **YES/ NO**

**Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following: **Applicable/ Not Applicable**

n) **Self-Certification for the category of suppliers:**

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers).Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

☐ Class-I Local Supplier/

☐ Class-II Local Supplier/

☐ Non-Local Supplier

o) **We also declare that.**

☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or

☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

Signature of the Bidder \_\_\_\_\_

Name and Address of the Bidder \_\_\_\_\_

Date- \_\_\_\_\_

ANNEXURE – 'A'PROFORMA FOR DEPOSITION OF EARNEST MONEY DEPOSIT**Receipt of deposition of Original EMD**

(Receipt No. .... / date ..... )

**1. Name of work: Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur**

**2. NIT No.: 16/AIIMS/NAG/ENGG/2023-24**

**3. Estimated Cost: ₹ 12,92,374/-**

**4. Amount of Earnest Money Deposit: ₹ 38,772/-**

**5. Last date of submission of bid: 16/05/2024 , 15:00 hrs**

---

**1. Name of contractor:** \_\_\_\_\_

**2. Form of EMD:** \_\_\_\_\_

**3. Amount of Earnest Money Deposit:** \_\_\_\_\_

**4. Date of submission of EMD:** \_\_\_\_\_

Signature, Name and Designation  
Of EMD receiving officer  
Along with Office stamp

Annexure 'B'Form of Performance guarantee / Bank guarantee bond

In consideration of the Director, AIIMS Nagpur (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between ..... and ..... (Hereinafter called "the said Contractor(s)") for the work..... (Hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, .....(Herein after referred to as "the Bank")..... hereby undertake to pay to Director, AIIMS Nagpur and amount not exceeding Rs..... (Rupees.....Only) on demand by the Government within 10 days of the demand.
2. We, .....(indicate the name of the Bank)..... do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from The Director, AIIMS Nagpur stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees..... only).
3. We, .....(the said bank) .....further undertakes to pay the Director, AIIMS Nagpur any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Director, AIIMS Nagpur under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Director, AIIMS Nagpur certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ..... (indicate the name of the Bank) further agree with the Director, AIIMS, Nagpur that the Director, AIIMS Nagpur shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director, AIIMS Nagpur against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Director, AIIMS Nagpur to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We, ..... (indicate the name of the Bank) ..... further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).



8. We, ..... (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Director, AIIMS Nagpur in writing.
9. This guarantee shall be valid up to .....unless extended on demand by the Director, AIIMS Nagpur. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... ) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Date .....

Witnesses:

2. Signature .....  
Name and address

Authorized signatory  
Name  
Designation  
Staff code no.  
Bank seal

3. Signature .....  
Name and address

**Format 1: Contract Form**

The Director, AIIMS Nagpur, through  
 Superintending Engineer  
 All India Institute of Medical Sciences  
 Plot No -20, MIHAN  
 Nagpur-441108

Contract No..... dated.....

To

Contractor Name - .....

[Complete address of the contractor] - .....

**Subject of Work/ Services:** .....

**Ref:** 1. This office' Letter of Award No..... dated .....

2. Tender Document No. **16/AIIMS/NAG/ENGG/2023-24**; Tender Title: **Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur** dated..... and subsequent

Amendment No....., dated..... (If any). (Hereinafter referred to as 'the Tender Document')

3. Your Tender No..... dated..... and subsequent communication(s)/ Revised Offer No..... dated ..... (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')

Dear Sir/ Madam,

Your bid referred above, read with subsequent letters mentioned above, for the Services stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

2. Terms and conditions in the documents mentioned under Reference no: 1, 2 and 3 above (including General and Special Conditions of Contract) shall also be part of this contract.

(Signature, name and address of [Procuring Entity]'s authorized, official)

For and on behalf of.....

Received and accepted this Contract .....

(Signature, name, and address of the contractor's executive duly authorized to sign on behalf of the contractor)

For and on behalf of ..... (Name and address of the contractor).....

(Seal of the contractor)Place: \_\_\_\_\_ Date:.....

**Firm to submit details after placement of the Contract/signing the Agreement**

Tender Document No. **16/AIIMS/NAG/ENGG/2023-24**; Tender Title: **Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur**

**I: Personnel Deployment Plan**

Procuring Entity

Procuring Organisation

[Complete address of the Procuring Entity]

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Contractor's Name \_\_\_\_\_

[Address and Contact Details]

[List all Personnel and Subcontractors to be deployed in the delivery of the Services, with position, job description and minimum qualifications as per the Schedule of Requirements/ bid]

**II: Equipment Deployment Plan**

Procuring Entity

Procuring Organisation

[Complete address of the Procuring Entity]

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Contractor's Name \_\_\_\_\_

[Address and Contact Details]

[List all Equipment to be deployed in the delivery of the Services, as per the Schedule of Requirements/ bid]

**III: Materials Deployment Plan**

Procuring Entity

Procuring Organisation

[Complete address of the Procuring Entity]

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Contractor's Name \_\_\_\_\_

[Address and Contact Details]

[List all Materials to be deployed in the delivery of the Services, as per the Schedule of Requirements/ bid]

**Format 2: No Claim Certificate**

(On company Letter-head)

Contractor's Name \_\_\_\_\_

[Address and Contact Details]

Contractor's Reference No. \_\_\_\_\_ Date.....

To

The Director

All India Institute of Medical Sciences

Plot No -20, MIHAN

Nagpur-441108

**No Claim Certificate**Sub: Contract/Tender Document No. **16/AIIMS/NAG/ENGG/2023-24;**Tender Title: **Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur**

We have received the sum of ₹ (Rupees \_\_\_\_\_ only) as final settlement due to us for the work / services \_\_\_\_\_ under the abovementioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claimed whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or

Person authorised to sign the contract documents.

on behalf of the contractor

(Company Seal)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Format 3: Integrity Pact**

(To be signed on Plain Paper, when contract agreement is signed)

(To be submitted as part of Technical bid)

Tender Document No. **16/AIIMS/NAG/ENGG/2023-24;**

Tender Title: **Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur**

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 202\_\_ at \_\_\_\_\_, India.

**BETWEEN**

Procuring Organisation, \_\_\_\_\_ through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

**AND**

M/ s. \_\_\_\_\_ (hereinafter called the "The Bidder/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**PREAMBLE**

'The Principal' intends to award, under laid down organizational procedures, contract/ s for \_\_\_\_\_, 'The Principal' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contractor compliance with the principles mentioned above.

**Section 1 - Commitments of the 'The Principal'**

(1) 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

**Section 2 - Commitments of the 'Bidder/ Contractor'**

(1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he 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.
- b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
- c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
- e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

**Section 3 - Disqualification from tender process and exclusion from future contracts**

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NAGPUR**  
**Percentage Rate Tender & Contract for Works**

- (A) Tender/bid for the work of: - **"Provision of Shed for General Waste, Construction of compost pits at AIIMS Nagpur"**
- (i) To be submitted/uploaded online by **15:00 Hours on 16/05/2024** to **Superintending Engineer, AIIMS, Nagpur.**
  - (ii) To be opened in presence of tenderers/bidders who may be present at **15:00 Hours on 17/05/2024.**

**TENDER**

I/We have read and examined the notice inviting tender, schedules, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for **The Director, AIIMS Nagpur** within the time specified tender / schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions.

I/We agree to keep the tender open for **Seventy Five (75) days** from the due date of opening of technical bid and not to make any modification in its terms and conditions.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We, Fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said Director, AIIMS Nagpur or his successors, in office shall without prejudice to any other right or remedy, be at liberty **to take action to debar me/us.** Further, if I/WE fail to commence work as specified, I/We agree that Director, AIIMS, Nagpur or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be 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 of the tender form. **Further, I/we agree that in case of forfeiture of 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 therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated.....

Signature of Contractor

Postal Address

Witness:

Address:

Occupation:

**(To be filled in by the contractor/Witness as applicable)**

**ACCEPTANCE**

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of The **Director, AIIMS Nagpur** for a sum of (Rupees \_\_\_\_\_)

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

- a)
- b)
- c)

For & on behalf of the Director, AIIMS Nagpur

Signature .....

Dated.....

Designation.....



**ANNEXURE III****SCHEDULE 'A'**

Schedule of quantities

Enclosed

**SCHEDULE 'D'**

Extra schedule for specific requirements/

Documents for the work, if any

Conditions of Contract

**SCHEDULE 'E'****Name of work:**Provision of Shed for General Waste,  
Construction of compost pits at AIIMS  
Nagpur**(i) Estimated cost of work:**

₹ 12,92,374/- (including 18% GST)

**(ii) Earnest money:**

₹ 38,772/-

**(iii) Performance guarantee:**

5% of tendered value

**(iv) Security Deposit:**

3% of tendered value

**SCHEDULE 'F'****General Rules & Directions:**

Officer inviting tender-

Superintending Engineer, AIIMS, Nagpur

**Definitions:**

2(v) Engineer-in-Charge

Executive Engineer (Civil), AIIMS Nagpur

2(viii) Accepting Authority

The Executive Director, AIIMS Nagpur

2 (ix) Department

Engineering Department, AIIMS NAGPUR

- (i) Time allowed for submission of performance guarantee, program chart (Time & Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof (if applicable) : from the date of issue of letter of acceptance.

: 10 days

- (ii) Maximum allowable Extension with late fee @ 0.10% per day of performance guarantee Amount beyond the period as provided in (i) above

: 10 days

## Clause 2

No. of days from the date of issue of

Letter of acceptance for reckoning date of start

: 10 days

Time allowed for execution of work:

: 03 Months (90 days)

## Authority to decide

- (i) Extension of Time  
(ii) Shifting of date of start in case of Delay in handing over of site

The Executive Director, AIIMS, Nagpur

Superintending Engineer, AIIMS Nagpur

## Clause 3

Clause applicable

Computerized MB

## Clause 4

Specifications to be followed for execution of work:

CPWD General Specifications for Civil Works Part I & II

**LIST OF APPROVED MATERIALS (CIVIL)**

Note:

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

Sr. No	Materials	Brand/Make
1.	Doors & Windows fixtures/ Fittings	Dorma, Godrej, Arkay, Hafele, Ozone, Hettich
2.	Door Closer / Floor spring	Dorma, Godrej, Dorset, D-Line, Hardwyn
3.	Aluminium Sections.	Hindalco, Jindal, Indal
4.	Clear Glass/ Clear Float Glass/ Toughened Glass	Saint Gobain, Asahi, Pilkington, Glaverbel, Modi Guard
5.	Laminates	Greenlam, Merino, Formica, Kitply, Century
6.	Synthetic Enamel Paints	Asian, Berger, ICI, Nerolac
7.	Oil Bound Distemper	Asian, Berger, ICI, Nerolac
8.	Cement Paint	Snowcem plus, Asian, Berger
9.	Plastic Emulsion Paint	Asian, Berger, ICI, Nerolac
10.	Other Paints/Primers	Asian, Berger, ICI, Nerolac, Shalimar
11.	OPC 43 Grade Cement (Conforming to IS 8112)	ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K.Cement
12.	Reinforcement Steel (TMT Bars)	SAIL, RINL, TISCO
13.	Glass Mosaic Tiles	Bissazza, Mridul, OpioMosaica, Paladio, Italia
14.	MS Pipe/ Sections	Jindal, Tata, SAIL
15.	Polycarbonate Sheets	GE Plastic, Gallina (USA), Macrolux (UK)
16.	Wooden Fire Check Doors	Navair, Pacific, Sukriti
17.	Metal Fire Check Doors	Navair. Shaktimet, Godrej, Pacific, Sukriti
18.	Admixtures for concrete.	CICO, Fosroc, Sika, MC-Bouchemie, Pidilite, BASF, STP
19.	Ceramic Tiles	Kajaria, Somany, RAK
20.	Pre-Laminated Particle Board	Greenlam, Duro, Merino Kitlam, Century, Action, Tesa
21.	Flush Door Shutters	Greenply, Duro, Kitply, Century
22.	White Cement	JK White, Birla White
23.	Powder Coating Material Pure Polyester	Nerolac, Berger, J&N
24.	Stainless Steel Screws For Fabrication and fixing of Windows.	Kundan, Pooja, Atul
25.	Dash Fasteners/Anchor bolts, Cramps	Hilti, Fischer, Bosch, Canon
26.	Stainless Steel Friction Stay	Earl-Bihari, Securistyle, Hafele, Hettich
27.	Weather Silicon	Dow Corning, Wacker, G.E.
28.	Structural Silicon at butt joints	Dow Corning, Wacker, G.E.
29.	Water proofing Compound	CICO, Fosroc, MC-Bouchemie, BASF, Pidilite, Sika
30.	Reflective Glass	Saint Gobain, Asahi, Glaverbel, Modiguard
31.	Door Locks/Latches	Dorma, D-Line, Harrison, Yale, Hettich, Godrej
32.	Aluminium Grill	Hindalco, Jindal, Bhoruka

Sr. No	Materials	Brand/Make
33.	Vitrified Tiles	Kajaria, Somany, Naveen, RAK
34.	Aluminium Cladding sheets	Alucobond or equivalent
35.	Stainless steel D-handles	D-Line, Dorma, Dorset, Giesse, Ozone, Hettich, Hafele
36.	Stainless Steel Railing/ pipe/ sheet	Jindal, SAIL
37.	Structural Steel	TATA, SAIL, RINL
38.	Ready Mix Concrete	ACC, Ultratech, L&T, Lafarge
39.	Epoxy Flooring/ wall coating	Fosroc, BASF, STP, Sika, Dr Beck
40.	Acoustic Mineral Fibre	Armstrong, USG, Hunter Douglas, Dexune
41.	Fire Panic bar/ hinges	Dorma, D-Line, Briton, Becker FS
42.	Plywood/ Block Board	Greenply, Kitply, Merino, Duro, Century
43.	PVC Flooring	Gerflor, Tarkett, Armstrong, Forbo, DLW, Ligna
44.	Fire Seal	Pemco, Lorient, Astroflame
45.	Fire rated door closer/Mortice Lock/ Door Co-ordinator	Dorma, D-Line, Briton, Becker FS
46.	Gypsum Board System	Gyproc (Saint Gobain), USG, Boral
47.	Adhesive for Wood Work	Fevicol, Vemicol, Dunlop, Pidilite
48.	Epoxy/PU Paint	Fosroc, Pidilite, Cico, BASF, Sika, Berger, Nerolac
49.	Glass Doors (Motorised)	Dorma, Hafele, Ozone, Besam, Hettich
50.	Automaticaaly Hermetically Sealed Sliding (OT) Door	Metaflex, SHD Italia, Stryker
51.	Calcium silicate boards/ Tiles	Hilux, Aerolite, Armstrong
52.	Texture Paints	Asian, Berger, Nerolac, ICI Dulux, Snowcem
53.	Wall care putty	JK, Birla
54.	Frameless glass partition fixtures/ Spider fittings/ patch fittings	Dorma, Sevax, Geze, Ozone, Hafele, Hettich
55.	U-PVC Windows	Fenesta or approved equivalent
56.	Toilet Cubicles	GreenlamSturdo, Merino, Trespa
57.	Agencies for PT Slab work	Ultracon Structural Systems Pvt. Ltd., GP Spiro Duct & Tube Gurgaon, BBR (India)Pvt. Ltd Bangalore, VSL India Pvt Ltd Chennai
58.	Fire rated Glass	Saint Gobain, Pilkington, Schott, Pyroguard
59.	Fibre Glass Rigid Board	FGP Ltd., UP Twiga, Kimmco
60.	Mineral Wool/ Rockwool	Rockwool India Pvt. Ltd., Lloyd
61.	Heat Resistance Tile	Thermatek, National
62.	Bitumen	Indian Oil, Hindustan Petroleum
63.	AAC Block, Fly ash brick, pavers, kerb stone, 3D wall	As approved by Engineer In charge
64.	Stainless Steel Door Handles, Locks and Fittings	Dorma, Hafele, Geze, Hettich, Ozone, Godrej
65.	Acid/ Alkali Resistant Tile	Somany, Kajaria
66.	Acrylic Exterior Paint	Asian, Berger, ICI Dulux, Nerolac, J&N
67.	PVC Door frame and Shutters	Rajshri, Sintex
68.	Metal False Ceiling	Armstrong, Durlum, Saint Gobain
69.	Tendons for PT slab	TATA, Usha Martin
70.	Ready Mix Concrete (As per IS 4926)	ACC, Ultratech, L&T, Lafarge

LIST OF APPROVED MAKES : PLUMBING WORKS		
1.	Vitreous China Sanitary ware	Kohler, Roca, Jaquar, TOTO, Falcon
2.	Vitreous China Sanitary ware - Low End	Parryware, Hindware, Kohler, Roca, Jaquar, TOTO, Falcon
3.	Stainless Steel Sink	Jayna, Neelkanth, Nirali, Selam Steel
4.	Plastic Seat Cover	Kohler, Roca, Jaquar, TOTO, Falcon
5.	Geyser	Racold, Usha Lexus, Jaquar,
6.	C.P. Fittings Mixer/Pillar taps Washers, C.P. brass accessories ,CP Angle Valve, Bibcocks, CP waste	Kohler, Roca, Jaquar, TOTO,
7.	C.P. Fittings Mixer/Pillar taps Washers, C.P. brass accessories CP Angle Valve, Bibcocks, CP waste ware - lower End	Kohler, Roca, Jaquar, TOTO,
8.	Centrifugally /Sand cast iron pipes & fittings	Neco, SKF, HEPCO
9.	G.I. Pipes	Jindal-Hissar, Tata, Prakash-Surya
10.	G.I. Fittings	Unik, K.S., Zoloto,
11.	Gunmetal Valves	Zoloto, Leader, Castle,Sant
12.	Brass stop & Bib Cock/Pressure Release valve	Kohler, Roca, Jaquar,TOTO, Falcon
13.	Ball valve with floats	Zoloto, Leader, Sant,
14.	Stoneware pipes & Gully Traps	IS Marked pipes, as approved by Engineer-in-inch.
15.	R.C.C. pipes	IS Marked pipes, as approved by Engineer-in-inch.
16.	C.I. Manhole Covers	SKF, Neco, BIC, HEPCO
17.	Water Tank	Sintex,
18.	Mirror	Atul, Modi guard, Asahi, Saint,Gobain
19.	Hand drier	Kopal, Euronics, Utech
20.	PVC Rain Water Pipes.	Supreme, Prince, Finolex,
21.	D.I Pipe	Jindal, Tata, Electrosteel,
22.	Sluice valve / NRV	Kilburn, Zoloto, Leader, L&T,Castle
23.	Water supply pumps	Crompton (CG), GRUNDFOS,KSB,Kirloskar
24.	DI Manhole Cover	SKF,NECO,BIC
25.	Submersible pumps	GRUNDFOS,KSB,Kirloskar
26.	PVC/UPVC pipes & fittings	Supreme, Prince, Finolex,

**SCHEDULE OF QUANTITIES**

S/N	Description of Item	Qty	Unit
1	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in charge.: All Kinds of Soil	29.00	Cum
2	Supplying and stacking at site and also filling/spreading available excavated earth (Stacked Moorum) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.(Hard Moorum)	73.00	Cum
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 graded stone aggregate 40 mm nominal size derived from natural sources)	26.00	Cum
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:1½:3 (1 Cement: 1½ coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	4.00	Cum
5	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level. Thermo Mechanically Treated bars of grade Fe-500D or more. Thermo mechanically treated bar FE-500	416.00	Kg
6	Brick work with common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	15.00	Cum
7	Structural steel work riveted, bolted or welded in built up sections, trusses ((round, square or rectangular hollow tubes/Pipe etc.) and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	2975.00	Kg
8	Providing 12 mm cement plaster of mix : (1:6) (1 cement: 6 sand)	70.00	Sqm.
9	Demolishing brick work/concrete work/sheet work manually or by mechanical means including stacking of serviceable material and disposal of unserviceable material within 1 km lead as per direction of Engineer-in-charge.	1	Job.
10	Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tippers to work site, for all leads & lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.: With material conforming to Grade-I (size range 75 mm to 0.075 mm) having CBR Value-30	13.00	Cum
11	Pre- painted galvalume aluminum zinc coating GI based corrugated steel sheet 0.50mm thick of an colour having tensile strength of 550 Mpa as in roof covering/cladding to wall, fixed with self-tapping Screws as specified	370.00	Sqm.
12	Providing and fixing G.I. chain link fabric fencing of required width in mesh size 50x50 mm including strengthening with 2 mm dia wire or nuts, bolts and washers or welding as required complete as per the direction of Engineer-in-charge. Made of G.I. wire of dia 4 mm	53.00	Sqm.
13	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work (including on coat of primer)	100.00	Sqm.
14	Centering and shuttering including strutting, propping etc. and removal of form work for : Retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets,kerbs and steps etc.	12.00	Sqm.
15	<b>Credit Item</b> Dismantling steel work manually/by mechanical means in built-up sections & wire mesh fencing including base of RCC/CC foundation & credit to chain link fabric fencing item(it also includes removal of any debris/concrete demolition and clearance of site by removing waste material to lead upto 1 km)	200.00	Kg

*[Signature]*  
25/04/2024  
Superintending Engineer  
AIIMS, Nagpur