



आरोग्यम् सुखं सम्पदा

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR

OFFICE OF
THE EXECUTIVE ENGINEER
PROJECT CELL AIIMS, RAIPUR

NOTICE INVITING e-TENDER

N.I.T. NO: 01/EE/AIIMS/RPR/2020-21

NAME OF WORK: - "Replacement of existing Electrical accessories at AIIMS Residential Complex, Raipur."

ESTIMATED COST: Rs. 11, 05,808.00

EARNEST MONEY: Rs 22,200.00

CONTRACT PERIOD: Ninety (90) Days

Executive Engineer (Civil)
AIIMS, Raipur

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

SEARCHING FOR TENDER DOCUMENTS:

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

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

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

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 7) 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.

- 8) 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.
- 9) 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.
- 10) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 11) 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.
- 12) 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.
- 3) For any further assistance, please contact to the office of Executive Engineer, AIIMS Raipur.

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR

NOTICE INVITING e-TENDER

(a)	Name of Work	“Replacement of existing Electrical accessories at AIIMS Residential Complex, Raipur.”
(b)	NIT No.	01/EE/AIIMS/RPR/2020-21
(c)	Contract Period	90 days
(d)	Estimated Cost	Rs. 11,05,808.00
(e)	Earnest Money Deposit (Mandatory to submit EMD for participating in bid.)	Rs. 22,200.00 (to be submitted in the form an account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India in favour of AIIMS, Raipur in the office of Project Cell, AIIMS, Raipur before the last date of opening of Bid .)
(f)	Performance Guarantee	5% of Tendered value.
(g)	Security Deposit	2.5% of the Tendered Value.
(h)	Tender documents may be	AIIMS web site www.aiimsraipur.edu.in and CPPP site https://eprocure.gov.in/eprocure/app (for reference only)
(j)	Last Date &Time of Submission	By 16-04-2020 at 11:00 Hours through online.
(k)	Date & Time for opening of tender	On 17-04-2020 at 11:30 Hours.

1. The indenting Bidder must read the Terms &conditions carefully. He/ She should only submit bid if consider himself/herself eligible and bidder in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The Bid documents consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms &conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsraipur.edu.in Or <https://eprocure.gov.in/eprocure/app>.

Executive Engineer (Civil)
AIIMS, Raipur

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Executive Engineer, Project Cell, AIIMS, Raipur on behalf of the Director, AIIMS Raipur invites online **percentage rate** bids in **single Bid system (Technical cum Eligibility & Financial)** from registered and eligible Electrical contractors of CPWD, MES, BSNL, Chhattisgarh State PWD having experience of similar nature of work as per eligibility condition for the following works: -

SL. No.	Description	Details
(a)	NIT No.	01/EE/AIIMS/RPR/2020-21
(b)	Name of Work:	"Replacement of existing Electrical accessories at AIIMS Residential Complex, Raipur."
(c)	Estimated Cost	Rs. 11,05,808.00
(d)	Earnest Money	Rs. 22,200.00
(e)	Period of Completion	90 days
(f)	Last date and time of online submission of tender	By 16-04-2020 at 11:00 Hours through online.
(g)	Time and date of online opening of tender	On 17-04-2020 at 11:30 Hours.
(j)	Period during which hard copies of EMD (in Original)	To be submitted during Office hours before the last date opening of Bid.

1. The intending bidder must read the terms and conditions of Tender document carefully. Bidder may submit bid having all required documents.
2. Intending bidders shall have to register at CPPP portal to participate in the tendering process. For details kindly visit website [http:// eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) or In case the bidder requires any elucidation regarding the tender documents, may contact to the office of Project Cell, AIIMS Raipur before the opening of tender date.
3. For e-tendering of this tender, downloaded from AIIMS Raipur website and Central Public Procurement Portal (CPPP) e-Procurement website.
4. The intending bidders must have valid class-III digital signature to submit the bid. **Manual bid shall not be accepted in any circumstance.** The complete bidding process is online bidding; Bidder should have valid digital Signature Certificate (DSC) for online submission of bids.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http:// eprocure.gov.in/eprocure/app> free of cost.
6. The bid can be submitted only after uploading the mandatory scanned documents up to 100 dpi Copies of eligibility documents and EMD as specified on the e-tendering website within the period of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.

7. Bidders must ensure to quote rate of each item. If any cell is left blank the same shall be treated as "0". Therefore, If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
8. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
9. Financial bids shall be opened online only for bidders for whom EMD and other uploaded documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can log in and see the bid opening process. After opening of bid he/she will receive the competitor bid sheets.
10. If the bidder is found ineligible after opening of bid, bid shall become invalid.
11. **The Bidders shall have to submit original instrument for EMD before the last date of opening of Bid to the office of Tender Opening Authority. The bid security is to remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Bid security will be refunded to the successful bidder on receipt of a performance security. Bid securities of the unsuccessful bidders should be returned at the earliest after L1 decided by Committee of AIIMS Raipur.**

A bidder's bid security will be forfeited if the bidder:

- i) withdraws or amends its/ his tender;
 - ii) impairs or derogates from the tender in any respect within the period of validity of the tender;
 - iii) If the bidder does not accept the correction of his bid price during evaluation; and
 - iv) If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.
12. The Eligible bid shall be opened first on due date and time as mentioned above. Opening of financial bids of contractors qualifying the eligibility shall be opened at a later date.
 13. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
 14. **Performance Guarantee:** The successful contractor will be required to furnish a Performance guarantee of **5% (Five Percent)** of Tendered Value after receiving notification of award in the form of **an account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India** in the name of the "All India Institute of Medical Sciences, Raipur" which shall be kept valid for a period of Six (06) months beyond completion of all the contractual obligations. The Performance Guarantee can be forfeited in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be released after successful completion of work under the contract. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.

15. Sources and Verification of Bank Guarantees

Bank Guarantee for Bid Security (EMD) or Performance Guarantee (Security Deposit) should be irrevocable and operative Bank Guarantee (BG) as per format enclosed in the Bid Document and should be issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). In case of foreign bidders or in case of GTE, if Bank Guarantee is from a foreign bank branch situated outside India, the Bank Guarantee must be issued through any of the Scheduled Commercial Bank. In case BG is issued

directly by a bank outside India, it should be executed on letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India. The Issuing Bank should also state the name and designation of the next Higher Authority of the Officials who have issued the Bank Guarantee. Bank guarantees submitted by the tenderers/ contractors as EMD/ performance securities need to be immediately verified from the issuing bank **before acceptance**. There may not be any need to get the Bank Guarantee vetted from legal/ finance authority if it is in the specified format. Guidelines for verification of BGs submitted by the bidders/ contractors against EMD/ performance security/ advance payments and for various other purposes are as follows:

- i) BG shall be as per the prescribed formats;
- ii) The BG contains the name, designation and code number of the Bank officer(s) signing the guarantee(s);
- iii) The address and other details (including telephone no.) of the controlling officer of the bank are obtained from the branch of the bank issuing the BG (this should be included in all BGs). The confirmation from the issuing branch of the bank is obtained in writing through registered post/ speed post/ courier. The bank should be advised to confirm the issuance of the BGs specifically quoting the letter of Procurement Entity on the printed official letterhead of the bank indicating address and other details (including telephone nos.) of the bank and the name, designation and code number of the officer(s) confirming the issuance of the BG; Pending receipt of confirmation as above, confirmation can also be obtained with the help of responsible officer at the field office, which is close to the issuing branch of the bank, who should personally obtain the confirmation from issuing branch of the bank and forward the confirmation report to the concerned procurement entity.

16. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions.
17. The Tender paper/documents can be seen / downloaded from Official website & submitted through Online or Site.
18. The competent authority on behalf of the Director, AIIMS, Raipur does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
19. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
20. The Competent Authority, The **Engineer-In-Charge**, reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
21. The contractor shall not be permitted to bid for works in the AIIMS, Raipur responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the AIIMS, Raipur. Any breach of this condition by the

contractor would render him liable to be removed from the approved list of contractors of this Department.

22. The bid for the works shall remain open for acceptance for a period of **90 days** from the date of opening of bids.

23. This notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of "The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, GCC, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

24. Eligibility of Bidders:

Contractors who full fill following requirement shall be eligible to apply:-

- (a) The Bidder/Firm should have Valid Electrical Contractor's License.
- (b) The Bidder should have registration with Employee Provident Fund (EPF) Commissioner and Employee State Insurance (ESI) Corporation.
- (C) Experience of similar nature of work means- "Electrical works" i.e Three (03) works each of value not less than 40% of estimated cost put to tender or Two (02) works each of value not less than 60% of estimated cost put to tender or one (01) work of value not less than 80% of estimated cost put to tender in last 07 (Seven) Years ending 31st March 2020.**

25.

- (a) All eligible bidders meeting the eligibility can participate in the tender. The applicant should be a private or government-owned legal entity;
- (b) For package size exceeding certain values [say - Rs. 10 (ten) Crore], Joint Ventures may be allowed. Maximum number of partners in Joint Ventures shall be limited (say - three). In case of Joint Ventures, all the partners shall be jointly and severally liable for the successful completion of the work;
- (c) A firm that has been engaged by Ministry/ Department to provide consultancy services for the preparation or implementation of a project, and any of its affiliates (associates, Subsidiary, Joint Ventures partner), shall not be eligible for subsequently providing goods or works (other than a continuation of the firm's earlier consultancy services) for the same project;
- (d) A firm determined non-performing by the Procuring Entity shall not be eligible to bid during the period so determined;
- (e) The bidder must not have in his employment:
 - a) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons involved in decision making in the procurement.
 - b) Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments.
- (f) Goods and services Tax (GST)
 - (i) GST Registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder.
 - (ii) If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following under taking along with other bid documents.

"If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up, within one month from the date of receipt of award letter or before release of any payment by AIIMS, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by AIIMS or GST department in this regard.

26. Signing of bid document :

- a) If the bidder is an individual, the bid shall be signed by him above his full type written name and current address.
- b) If the bidder is a proprietary firm, the bid shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
- c) If the bidder is a firm in partnership, the bid shall be signed by all the partners of the firm above their full type written names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- d) If the bidder is a limited company or a corporation, the bid shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

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

1	EMD in the form of <u>an account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India</u> in the name of the "All India Institute of Medical Sciences, Raipur"
2	Enlistment Order for the Contractor
3	Letter of transmittal (Annexure-A)
4	Vendor Details as per (Annexure-B)
5	Structure & Organization (Annexure-C)
6	Declaration by Bidder (Annexure-D)
7	Acknowledgement & Acceptance Letter (Annexure-F)
8	Consent Letter(Annexure-G)
9	Registration Certificate of EPFO & ESIC
10	GST Registration Certificate
11	Certificates of Work Experience & Completion Certificate of Similar Work from any central govt, state govt. or autonomous body.

Executive Engineer (Civil)
AIIMS, Raipur

LETTER OF TRANSMITTAL

From:

To

The Executive Engineer,

Project Cell, AIIMS, Raipur (C.G.)

Subject: *Submission of bids for the work of*

Sir,

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

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

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

Enclosures:

Date of submission:

Signature(s) of Bidder(s).
Seal of bidder

Annexure-B**FORM FOR DETAILED INFORMATION BY BIDDER (Vendor Details)**

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

(Authorized Signature of the Bidder with Seal)

STRUCTURE & ORGANISATION

1. (a) Name
(b) Address of the bidder
2. (a) Telephone no.
(b) Telex no.
(c) Fax no.
(d) E-mail
3. Legal status of the bidder (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation
4. Particulars of registration with various Government Bodies if any (attach attested photocopy)

Organization/Place of registration	Registration No.
1.	
2.	
3.	
5. Names and titles of Directors & Officers with designation to be concerned with this work.

Signature of Bidder(s)

DECLARATION

It is to certify that:

- 1) I/We agree with the terms and conditions of it and understood that it will form part of the agreement.
- 2) I hereby certify that none of my Relative(s) are employed in AIIMS Raipur, Chhattisgarh. In case at any stage, it is found that the information given by me is false/incorrect, AIIMS shall have the absolute right to take any action as deemed fit without any prior intimation to me”.
- 3) I/We undertake and confirm that eligible Work(s) has/have not been got executed through another contractor on back to back basis. Further, it is stated that, if such a violation comes to the notice of Department, than I/We shall be debarred for bidding in AIIMS in future forever. Also, if such a violation comes to the notice of AIIMS, Raipur before date of start of work, the Engineer-In-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.
- 4) I / We have signed (with stamp) all the pages of the tender document before submitting the same.
- 5) All the information and documents given/ uploaded for bids are true.
- 6) I / We have submitted the EMD.
- 7) I / We have provided our e-Mail id for any communication in this regard.
- 8) I have read carefully & understood the important instructions to the all bidders.

Date.....

E-Mail: _____

Contractor

(Sign with Seal)

Annexure-E

INTEGRITY PACT

To,

Sub: NIT No. **01/EE/AIIMS/RPR/2020-21 for the work of “Replacement of existing Electrical accessories at AIIMS Residential Complex, Raipur”**

Dear Sir,

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

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

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

Yours faithfully,

Executive Engineer

Project Cell, AIIMS Raipur

Acknowledgement & Acceptance Letter

To,

The Executive Engineer,

Project Cell, AIIMS Raipur

Sub: Submission of Tender for the work **“Replacement of existing Electrical accessories at AIIMS Residential Complex, Raipur.”**

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

CONSENT LETTER

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

I/We will produce computerized measurement sheets of work before covering hidden work / job and other exposed works in time as per clause 6A otherwise measurement will be recorded by the representative of Engineer-In-Charge under clause 6 which will be bound to me and I/We am/are agree to made recovery of amount as per clause 36 of GCC for each running and final bill for not producing measurement and bill. Final measurement with bill will be produced by me/us within one month after completion date otherwise representative of Engineer-In-Charge will prepare the same under clause 6 which will be acceptable and bound to me/us and no any claim in this regard will be made by me/us.

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

I/We will submit Pay Roll and Fort Night Labour Report with every bill duly certified by Junior Engineer. I will pay all the wages to the workers in bank account otherwise necessary action will be taken with penalty as decided by Engineer-In-Charge and is bound to me/ us. I/We will maintain all the registers etc. as mentioned in General Condition of Contract for workers and employees. The registers will be presented to Junior Engineer for verification from time to time.

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

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

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

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

Signature of contractor

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at..... on this..... day of.....2019

BETWEEN

AIIMS Raipur through Executive Engineer,..... ,
(Name of Division)

AIIMS,....., (Hereinafter referred as the
(Address of Division)

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

AND

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

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

Preamble

WHEREAS the Principal /Owner has floated the e-Tender (**NIT No. 01/EE/AIIMS/RPR/2020-21**) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**Replacement of existing Electrical accessories at AIIMS Residential Complex, Raipur.**" Hereinafter referred to as the "**Contract**".

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

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

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

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will

in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder (s) / Contractor (s)

- 1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

- 2) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- b) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- c) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to

agents, brokers or any other intermediaries in connection with the award of the Contract

- 3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above

or

in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers

to

disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder/Contractor

from

future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:**

If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.
- 3) **Criminal Liability:**

If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or

any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal / Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) **If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.**
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation** there of shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative

to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard any of the provisions covered under this Integrity Pact.

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

(For and on behalf of Principal/ Owner)

(For and on behalf of Bidder/ Contractor)

WITNESSES:

1. (Signature, name and address)
2. (Signature, name and address)

Place:-

Dated:

ALL INDIA INSTITUTE OF MEDICAL SCIENCE RAIPUR
Percentage Rate Tender/ ~~Item Rate Tender~~ & Contract for Works

Tender for the work of : **"Replacement of existing Electrical accessories at AIIMS Residential Complex, Raipur."**

e- T E N D E R

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

I/We hereby tender for the execution of the work specified for the AIIMS Raipur within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **ninety (90) days** from the due date of opening of financial bid and not to make any modification in its terms and conditions.

A sum of **Rs. 22,200.00** is hereby forwarded in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank as earnest money. A copy of the earnest money in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank is submitted with tender. If I/We, fail to furnish the prescribed performance guarantee within prescribed tender, I/we agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the General Conditions of Contracts (CPWD). Further, I/we agree that in case of forfeiture of earnest money or performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in AIIMS Raipur in future forever. Also, if such a violation comes to the notice of Department before date of start of work, The Engineer – in – Charge shall be free to forfeit the entire amount of Earnest Money Deposited / Performance Guarantee.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived 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 : #

e-Mail id#

Address: #

Occupation : #

To be filled in by the contractor/witness as applicable

ACCEPTANCE

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of the AIIMS Raipur for a sum of ₹. _____ *

(Rupees _____ * _____)

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

a) _____ *

b) _____

c) _____

For & on behalf of the AIIMS Raipur.

Signature.....

Dated *

Designation.....

GENERAL PARTICULAR & ADDITIONAL CONDITIONS OF CONTRACT**A. GENERAL CONDITIONS**

1. Name of Work: **“ Replacement of existing Electrical accessories at AIIMS Residential Complex, Raipur.”**
2. For all items of **Civil/Electrical/AC&R**:- CPWD specifications with up to date correction slips up to receipt of tender shall be followed. For the items which are not covered under CPWD specifications; B.I.S. specifications shall apply. In this regard the decision of Engineer-in- charge shall be final.
3. Wherever any reference is made of any Indian Standard, it shall be taken as reference to the latest edition with all amendments / revision issued thereto up to the date of receipt of tenders.
4. 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.
5. Other agencies working at site will also simultaneously execute the work entrusted to them and the contractor shall offer necessary co-operation wherever required to other agencies.
6. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
7. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, Labour Laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
8. All melba/rubbish/silt/waste, garbage etc. generated due to any operation from buildings/houses/hostels and other open spaces whatsoever shall be disposed off on daily basis by the contractor to the specified common disposal point. After the collection of full truck load of the said Melba (approx. 4.5 cubic meters), the same shall be disposed off by the contractor to the authorized municipal dumping ground and nothing extra shall be paid on this account. In case of non- removal/disposal in the specified period, the same would be disposed at risk & cost of contractor.
9. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall not be allowed to erect any temporary set up for staff in the campus.
10. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.
11. All required register will be issued by Engineer-in-Charge/Executive Engineer duly marked in chronological order but the contractor will have to arrange all such registers/stationery etc. Nothing extra shall be paid on this account.
12. The contractor shall have registration with Employee's Provident Fund commissioner and Employee's state Insurance Corporation for safe guarding interest of his workmen. He shall obtain all other necessary approvals from statutory bodies as per law in vogue.
13. All T&P, scaffoldings, ladders/Hydra etc, instruments/meters for maintenance, consumable and Contingent Articles required for execution of the work shall be arranged by the contractor.
14. The contractor shall make all safety arrangement required for the labor engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. The department shall not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in this regard shall be entertained / accepted by the department. Also Contractor is responsible to the damage caused to any man/material other than his team during execution and AIIMS will not be responsible for that.
15. Contractor shall be fully responsible for any damages caused to govt. property or allotter's property by his or his labor in carrying out the work and shall be rectified by the contractor at his own cost.
16. GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt. of India/AIIMS Rules. GST amount will be reimbursed only after submission of GST deposition proof.
17. Chases, holes & drilling works etc. shall be done using power operated tools in the cost of Contract. No extra will be paid for the same.

18. The agency shall restore back the premises and other articles provided by the department to the department at the time of closure of the contract.
19. In the case of discrepancy between the schedule of quantities, the Specifications and/or the Drawings, the following order of preference shall be observed :-
 - (a) Description of schedule of quantities.
 - (b) Additional specifications and special conditions, if any.
 - (c) Contract clauses of General conditions of contract for Central P.W.D. works. (iv) CPWD specifications.
 - (d) Architectural drawings.
 - (e) Indian standards specifications/ BIS. (vii) Sound engineering practice. Any reference made to any Indian standards specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
20. The contractor and /or his authorized agent should see the site order book every day and get the compliance of instruction given by the JE/AE/Engineer-in-charge(E-I/C) as per time schedule.
21. The contractor will not pitch up tents for laborers, materials and his stores etc.
22. No permanently / temporary huts / structures shall be constructed by the contractor at the site of work or at any government land / premises. Such structures, if any, found at the site or at AIIMS, Raipur land shall be demolished and removed at the cost of the agency without any notice.
23. Any damage to the building structure, fittings or any other articles etc. done by the contractor or his workman during the execution of the work shall be made good by the contractor at his own cost.
24. The contractor shall clear the site properly after the completion of the work.
25. The Agency shall be solely responsible for compliance to the provisions of various Labor and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Raipur site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by AIIMS, Raipur for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with their re-enactments / amendments / modifications etc.
 - (a) The Payment of Wages Act 1936.
 - (b) The Employees Provident Fund & MP Act, 1952.
 - (c) The Contract Labor (Regulation) Act, 1970.
 - (d) The Payment of Bonus Act, 1965.
 - (e) The Payment of Gratuity Act, 1972.
 - (f) The Employees State Insurance Act, 1948.
 - (g) The Employment of Children Act, 1938.
 - (h) The Motor Vehicle Act, 1988.
 - (i) Minimum Wages Act, 1948.
26. Breach of Terms and Conditions: Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Raipur in that event the EMD and /or Performance Guarantee and/or security deposit shall also stand forfeited.
27. Termination of Contract: AIIMS, Raipur would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Raipur rules & regulations, or if there is any lapse in compliance of any labor legislation, or if there is any incident of indiscipline on the part of the bidder or his staff and the agreement may be terminated by either party by giving one month's notice to the institution. The decision of AIIMS, Raipur's management in this regard would be final and binding on the bidder. In such an event, AIIMS,

Raipur shall have the right to engage any other bidder to carry out the task.

28.Arbitration: The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Raipur. The decision of the Arbitrator shall be final and binding on the both parties.

29.Dispute Settlement: It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, RAIPUR whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

30.Guidelines issued by Hon'ble National Green Tribunal in O.A. No. 21 of 2015 and O.A. No. 95 of 2014 in the matter of Vardhaman Kaushik Vs. Union of India & other and Sanjay Kulshreshtha Vs Union of India &ors : Air Pollution of Dust from Construction and Demolition activity reg. issued vide letter No. DPCC/EIA/Ref-001 to 172/NGT-21/2015/225-408 dt. 17/04/2015 shall be complied by the Bidders.

B.GENERAL CONDITIONS FOR SUPPLY OF MATERIAL

1. The material shall be as per CPWD specifications with up to date correction slip and BIS Specifications wherever mentioned and as per List of approved makes (enclosed).
2. In the event of any variation between CPWD specifications and that in the IS Code the former shall take precedent over the later. In the event of variation between the nomenclature of item as per schedule of quantities and specifications, the former shall prevail.
3. Material will be supplied by the contractor within 03 days after giving the requirement otherwise suitable amount imposed as a penalty shall be recovered from contractor's bill after giving notice as decided by the Engineer in-charge. However, the materials in urgent nature shall be supplied within 02-03 Hours.
4. The sample of all the items shall have to be got approved by the Contractor from the Engineer-in-Charge/Executive Engineer or his Representative before the supply commences, the approval of sample shall be only in respect of workmanship and finish, and shall be without prejudice to the right of Engineer-in-Charge to get random samples tested out of the actual lot received as per additional conditions. This decision is the Prerogative of Engineer-in-Charge.
5. The contractor shall if required furnish the manufacturer's certificate that the material supplied satisfy the requirements of the relevant specifications.
6. The Engineer-in-Charge shall be at liberty to test respective sample (s) of each item of schedule of quantity in any approved laboratory as decided by him. The sample for testing shall be provided by the contractor. If the test proves satisfactory and the material is accepted, the testing charge in respect of satisfactory test shall be borne by the department.

All other expenditure required to be incurred for making available the sample, conveyance and packing etc, shall be borne by the contractor himself. In case any sample of particular lot fails in testing the contractor shall be bound to replace the entire lot with fresh material of prescribed specifications and the rejected lot shall only be returned to the contractor after fresh lot is supplied. Testing charges in respect of failed sample will be borne by the contractor himself.

7. Rejected materials shall have to be removed by the contractor at his own cost within a week of the instructions of doing so. Also go down rent as decided by Engineer-in-Charge shall be charged by the department.
8. In case of any dispute regarding rejection of quantity of materials the decision of Engineer-in-Charge shall be final and binding upon the contractor.
9. Conditional tenders are liable to be summarily rejected.
10. The rates shall be quoted only in the schedule of quantities attached with the tender and nowhere else i.e. letter heads etc.
11. The contractors are specifically required to quote only one rate against each item. The rate Quoted for any item of material shall conform to the prescribed specifications.

12. The quantities are approximate and are liable to change up to any extent on either side. The Engineer-in-Charge reserves right to order deviation from the quantities mentioned in the tender. The contractor shall supply the additional quantity on the rates quoted in the tender documents irrespective of deviation limit mentioned elsewhere in the agreement. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derive from the execution of supply in full as mentioned in tender but which did not derive any consequence of the full supply of material mentioned in tender not having been ordered. It is not necessary to use all items in the BOQ/Schedule during contract Period. The use shall be based on the requirement at Site. Contractor cannot claim Payment against Storage of items to maintain the deadline of completion of work as per Tender.
13. The maker of material shall be same as that of actually installed/fixed at site. But, in case of non-availability or due to any reason, Engineer-in-Charge can take decision to install equivalent/new items available in the BOQ/Schedule. In case of any dispute the decision of Engineer-in-Charge shall be final with regards to make/brand of material.
14. For materials used in this work, the record shall be maintained at site in a standard Performa to watch quality and consumption of the material.

15. **SPECIALIZED WORK EXECUTION**

Specialized Works: Specialized works /items/ jobs are those works that requires expertise/specialized skill and are executed after prequalification of agencies. They require special T&P and/or specialized skill.

Specialized works to be executed through- specialized agencies

Specialized works are those works for which there are specialized agencies available in the market to execute them. These works are listed in NIT. These works should be got executed through such agencies only to ensure a proper quality of work.

Agencies acceptable to the department In a tender where there are components of such specialized nature of works and such works should be got executed only through associated agencies specialized in these fields. The contractor shall indicate the name(s) and address with experience certificates of his associated specialized agencies those fulfilling the above conditions as early as possible and within one month of award of work.

Agencies engaged by the main contractor are required to fulfill the laid down criteria. In case the main contractor himself meets the required eligibility criteria as laid down by the Department for specialized work, he is allowed to execute the same after due verification etc. The main contractor gives detailed execution programme of the work which forms part of his agreement with the department. He indicates in the programme, the time/stage of the work when the agencies of specialized components of works will be deployed by him. The main contractor enters into MOU with agencies associated by him for execution of specialized component as per conditions laid by Engineer-In-Charge.

The specialized firms satisfies the following eligibility criteria: Experience of having successfully completed works during last seven years ending on previous day of last day of submission of tender Three similar works each of value not less than 40% of the estimated cost put to tender. OR Two similar works each of value not less than 60% of the estimated cost put to tender. OR One similar work of value not less than 80% of the estimated cost put to tender. All amounts rounded off to a nearest convenient figure.

The main contractor has to associate agencies for specialized component(s) conforming to eligibility criteria and has to submit detail of such agency(s) to Engineer-in-charge of relevant component(s).within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of relevant component(s).

In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of relevant specialized component(s).

The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

The main contractor has to enter into MoU with agency(s) associated by him . Copy of such MoU shall be submitted to Engineer- in-charge of each relevant component . In case of change of associate contractor, the main agency(s) has to enter into MoU /agreement with the new contractor associated by him.

Form of Earnest Money Deposit

(Bank Guarantee Bond)

WHEREAS, contractor..... (Name of contractor) (Hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

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

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

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

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

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

DATESIGNATURE OF THE BANK

WITNESS

SEAL (SIGNATURE, NAME AND ADDRESS)

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

FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE

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

To
Executive Engineer,
AIIMS RAIPUR,
TATIBANDH,
RAIPUR – 492099

Dear Sir,

In consideration of the AIIMS RAIPUR, having offered to except the terms and conditions of the proposed agreement between..... &M/S_____ (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of _____ Contract No _____ in terms inter alia, of the _____ Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

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

Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.

- 4 This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
- 5 The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having

been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.

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

Dated _____ day of _____ 20

For and on behalf of Bank.

Issued under seal

TECHNICAL SPECIFICATIONS

Electrical Specifications:

- 1 The work shall be carried out strictly in accordance with CPWD specifications for Electrical Works 2013 (internal) and 1995 (External) as amended upto date and in accordance with Indian Electricity Rules, 1956, Indian Electricity Act, 1910 as amended upto date and as per instructions of the Engineer-in-Charge including as below and nothing will be paid extra.
- 2 **All materials to be used on this work shall be ISI marked & shall be got approved from the Technical sanctioning authority/Engineer-in-Charge before installation at site unless otherwise not covered under ISI.**
- 3 PVC insulated Cu. conductor wire used shall be multi-standard FRLS grade for which nothing extra shall be paid.
- 4 The work shall be carried out according to approved drawings/details which shall be subsequently issued to the successful tenderer for execution of work and as per instructions of Engineer-in-Charge who will have the right to change the layout as per requirement at site and the contractor shall not have any claim due to change in layout. The work shall be executed by skilled person Licensed by the approved authorities.
- 5 All damages done to the building during execution of electrical work shall be the responsibility of the contractor and the same will be made good immediately at his own cost to the satisfaction of the Engineer-in-Charge. Any expenditure incurred by the department in this condition shall be recovered from the contractor and decision of the Engineer-in-Charge about recovery shall be final.
- 6 The bad workmanship will not be accepted and defects shall be rectified at contractor's cost to the satisfaction of the Engineer-in-Charge. The programme of electrical works is to be co-ordinate in accordance with the building work and no claim for idle labour shall be entertained.
- 7 All the debris of the electrical works should be removed and the site should be cleared by the contractor immediately after the accruing of debris. Similarly any rejected material should be immediately cleared off from the site by the contractor.
- 8 The contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-Charge and to comply with the remarks therein.
- 9 The size of conduit and wiring shall be got approved from the Engineer-in-Charge before taking up the execution.
- 10 The contractor shall make his own arrangement at his own cost for electrical / general tools and plants required for the work. Main Board and Main Distribution Board: The work shall be carried out according to the drawings / details are as approved by the Engineer- in-Charge. The contractor shall have to get the samples approved before the whole lot is brought to site and it shall include all inter connections etc. All termination of electrical cables in panel / feeder pillars DB's, cable-looping box etc. shall have to be done with proper thimbles / lugs using crimping process. Copper thimbles / reducer shall be used for copper cable and Aluminium cable nothing extra will be paid for the same.
- 11 **All materials shall be supplied and used in items of works by the contractor should be of standard and approved quality. They should be got approved from the Engineer-in-Charge or his authorized representative before installation otherwise no payment will be made for an unapproved or rejected material used on the works and the same shall be removed at his cost from site or work.**
- 12 The contractor shall have to prove bonafides of the make of materials by producing necessary documentary evidence. They are advised to obtain prior approval of Engineer-in-Charge for proposed make of material, before bringing material to site work.
- 13 **Location of Light fixtures, cable routes etc. should be got approved from the Engineer-in-Charge before execution.**
- 14 All interconnection in the panel, DB, cable-looping boxes shall be carried out with suitable cable commensurate with the current carrying capacity of incoming and outgoing cables complete with thimbles etc. as required for which nothing extra shall be paid.
- 15 All panels, DB's, cable-looping boxes will be numbered and marked with paint / name plate and nothing extra will be payable on this amount.
- 16 All MCB, MCCB, MCB, DB's, RCBO's, RCCB with DB's shall be of same make / manufacturer.
- 17 Modular Switch / Socket's / Plates / Computer outlet / Telephone outlet and all accessories shall be of the single make only be provided. The contractor shall have to make the edges around the boxes wherever required shall have to be made by the contractor for which nothing extra shall be paid. The galvanized metal box shall be of the standard thickness as the GI boxes besides other requirement.
- 18 All the material should be ISI Marked unless otherwise clarification is not available.

- 19 All concealed works shall have to be done in the presence of Engineer-in-Charge or his authorized representative.
- 20 The contractor shall make his own arrangement for carriage of material from store of the JE (E) to the site.
- 21 The entire installation shall be at the risk and responsibility of the contractor until these are tested and handed over to the department.
- 22 Notwithstanding the schedule of quantities, all items of interrelated works considered necessary to make the installation complete and operative are deemed to be included shall be provided by the contractor at no extra cost.
- 23 The connection, inter connection, earthing and inter earthing shall be done by the contractor wherever required and noting extra shall be paid on this account All repairs & patch work shall be neatly carried out to match with the original finish & all damages caused to the building installation during the execution of work shall have to be made good by the contractor immediately at his own cost to the entire satisfaction of Engineer-in-charge. In case contractor fails to comply with the instructions of the Engineer-in-charge, Engineer-in-charge shall be at liberty to get the work done by any other agency and recover such amount as paid to the other agency from the bill(s) of the contractor. Contractor shall have no claim, whatsoever, on the extent of such amount.
- 24 The contractor shall have to provide the fish wire after removing the choking of the conduits. Even if subsequently the conduits are found choked, the choking will be get removed and / or the new conduits shall be provided at the risk and cost of the contractor.
- 25 The makes of material have been indicated in the list of acceptable makes. No other make will be acceptable. The material to be used in the work shall be got approved from the Engineer-in-Charge before use at site. The Engineer-in-Charge shall reserve the right to instruct the contractor to remove the material which, in his opinion, is not as per specifications.
- 26 **No material shall be brought to site without the approval of Engineer-in Charge. All fixtures and fittings shall be procured just before the installation.**
- 27 Wherever ceiling roses are not required to be provided in the light/fan/exhaust fan points, due to site conditions, the contractor shall use suitable three pin connectors for which nothing extra shall be paid. Wiring shall be carried out with FRLS wires.
- 28 Contractor shall provide polythene/PVC plastic cover for all MDB's/SDB's/DB's, panels, feeder pillars etc to protect them from rust/damages, during execution of work till the work is actually completed and handed over to the department.
- 29 Makes of all items that are not covered in the schedule of work/additional specifications shall be got approved from the Engineer-in-charge and shall conform to relevant Indian Standard as applicable.
- 30 The contractor shall ensure that the staff employed by him for execution of the electrical work, possess the valid electrical license issued by competent authority. Consequences arising due to the default of the contractor in not complying with the above condition shall be the responsibility of the contractor.
- 31 Copper lugs shall be provided for terminating copper/aluminium/GI earth wire to all switchboards for which nothing extra shall be paid. All multi-stranded/ stranded wires shall be terminated through copper lugs.
- 32 All concealed work and earthing shall be done in the presence of the Engineer-in-charge or his authorized representative.
- 33 The schematic diagram/dimensional drawings of the various electrical cubical panels shall be got approved from the Engineer-in-charge before fabrication and shall comply with CPWD specifications and Indian Electricity Rules. The panels shall conform to IS: 8623/1993. All panels shall be powder coated inside out, in shade approved by the Engineer-in-charge.
- 34 All floor-mounted panels shall be mounted on M.S. channel of suitable size on all the sides. It shall have a continuous earth bus of the same size and material as the main phase running continuously along the length of the panel extending on either side for earth connection.
- 35 The doors of all cubicle panels shall be hinged type including those of bus bar chambers and cable alleys. The locking shall be with chrome plated metal key locks. All doors shall be earthed with copper conductor wire as approved by the Engineer-in-charge.
- 36 The work shall be carried out according to drawing approved by the Engineer-in-charge. The layout once approved can only be changed by the Engineer-in-charge as per requirement at site. It shall be the responsibility of the contractor to plan the layout and get the approval from the Engineer-in-charge before laying the conduits etc.
- 37 The MCB should be of the same make as that of MCB DB's and having a minimum breaking capacity of 10 KA. Contractor shall obtain approval of the Engineer-in-charge before procurement of MCB DB's.
- 38 All model of modular accessories required for the work shall be got approved from the Engineer-in-charge from among the approved makes. The base plate shall be preferably in sheet steel or otherwise in unbreakable polycarbonate. The cover plates shall be screw less type in shade approved by the Engineer-in-charge.

- 39 Contractor shall have to check the Site Order Book for any instructions of the Engineer-in-charge or his authorized representative and sign the site order book. He shall be bound to ensure compliance with the instructions recorded therein.
- 40 MCCBs shall be used with terminal spreaders and all terminals shall be shrouded to avoid direct contact.
- 41 All measuring and indicating instruments shall be protected through MCB's and isolating switches.
- 42 General arrangement drawing of the switchboard shall be got approved from the Engineer-in-Charge before commencement of manufacturing.
- 43 For the items like LT panels, feeder pillars and accessories, etc, the firm shall arrange for inspection in the factory and provide for all facilities for testing. The cost of the visit of Engineer-in-Charge or his representative shall be borne by department. However, firm will be responsible for arranging the inspections as required.
- 44 Conduit layout as per switching arrangement shall be prepared by contractor and got approved from the Engineer-in-Charge before slab casting.
- 45 Conduit and termination to SDB and main board adapter box i/c connection wires to MCB,s inter connection between SDB and main board etc shall be included in the tendered rates and nothing extra shall be paid for the same.
- 46 The contractor shall provide junction boxes / looping boxes of required sizes and such boxes shall be measured as part of conduit / batten wiring without any extra payment.
- 47 M.S. dash fastener shall be used for installation of fittings and fixtures in ceiling and for providing suspenders for the angle support, conduiting, cable tray etc. for which nothing extra shall be paid
- 48 All CI/metal boxes & junction boxes should be cleaned properly and painted from inside before wiring & fixing the accessories.
- 49 Cables:-
- (a) Cables shall be bought from manufacturer or authorised dealer only as per approved NIT.
 - (b) The length of the cables required shall be measured w.r.t. site condition and these shall be delivered in section of approved length only, to avoid jointing as far as possible.
 - (c) Cable delivery shall be scheduled in consultation with department only.
 - (d) All cable's shall be offered for inspection by department prior to dispatch, department reserve the right to wave of inspection so required in lien of proper test certificates.
72. Conduit layout drawing shall be got approval by Engineer -in-Charge before laying of conduit.
73. **Watch and ward:-** Watch & ward for the installations, materials, including materials supplied by the department shall be responsibility of the contractor till the installations / left over materials are finally taken over by the department. Nothing shall be payable on this account separately as this is deemed to be included within scope of work.
74. **Completeness of tender:-** Statutory deduction of "Contract Tax" at source shall be made while releasing payment through running / final bills. A certificate specifying the rate and amount of deduction shall however be issued.
75. **Conformity to specifications:-**
- (a) The work shall be carried out strictly in accordance with C.P.W.D. Specifications for Electric Works 2013 (Internal) and 1994 (External) as amended up to date and also in accordance with the Indian Electricity Rules, 1956 and Indian Electricity Act, 1910 as amended up to date and as per the instructions of the Engineer-in-Charge.
 - (b) PVC insulated copper wire used shall be ISI marked and wire of the size 4.00 Sq. mm and above shall be of stranded conductors and all standard wires are required to be crimped for connections / terminations.
 - (c) All accessories like switches, sockets, C/roses, holders shall be ISI marked.
 - (d) Crimping type ferrules / thimbles shall be provided for wire termination in switches, sockets, MCB's etc as reqd.
 - (e) Contractor shall have to prove bonafides of the make of materials by producing necessary documentary evidence. Firms are advised accordingly to obtain prior approval of Engineer- in-Charge for proposed make of materials before bringing materials to site of work.
 - (f) Phenolic laminated sheet be of only ISI Marked. Covers for adopter box and function box shall also be of white phenolic laminated sheet.
76. **Earthing connections:-**
- (a) All fans & fittings are to be properly earthed for which no extra will be paid.
 - (b) Proper sleeving is to be provided to bare earth conductor in the switch boxes and also to bore conductors used for inter switch looping inside the switch boxes for which no extra will be paid.

- (c) Termination of wiring inside DB's & main boards should be by crimped connections.
- (d) Clamp type termination of earth strip (wherever provided) to pipe electrode will be made.

77. Date of acceptance of the installation:-

After the Engineer – in – Charge is satisfied that the installation complies with

- (a) Requirements of specifications in all respect.
- (b) The entire installation shall be at the risk and responsibility of the contractor until these are tested and handed over to the department. However, if there is any delay from the department side, the installation may be taken over in parts but the decision on the same shall be binding on the contractor.
- (c) Contractor or his authorized representative is bound to sign the site order book as and when required by the Engineer-in-Charge.
- (d) The contractor shall remain responsible for attending complaints free of cost for the minimum period of One Year for satisfactory performance of installations against the scheduled work done.
- (e) If any makes stated above does not comply with the technical specification given in the tender then such a make shall not be allowed.
- (f) If for any Material Makes not given, it should be got approved from the Engineer - in - Charge.

APPROVED MATERIALS (ELECTRICAL)

Note :

1. Unless otherwise specified, the brand/make of the material as specified in the item nomenclature or in the particular specifications or in the list of approved materials attached in the tender, shall be used in the work.
2. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material/ Brand/ Make.
3. Whenever the specified brand of material is not available 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.

S.no.	Item	Acceptable Makes/ Manufactures
1	Aluminium Armoured Cables / PVC insulated Copper wire (FRLS), / Telephone wire	Havells /KEI/ Polycab / Gloster/Anchore/Finolex (All with ISI Marked)
2	MCB / MCB DB's / RCCB	Legrand / L&T / Hager / Seimens / Schneider/ ABB /Havells/Anchor
3	Industrial Socket	Legrand / L&T / Hager / Seimens / Schneider/ ABB /Havells/Anchor
4	Telephone Socket outlet	Krone/ TVS/ R&M
5	PVC Conduit	AKG/ MK/ Anchor/ Finolex/ Saraswati/ Swastik
6	Casing Capping	Saraswati/ Polycab/ AKG/Anchor
7	Call Bell / Buzzer / Ceiling rose / Electronic Regulator.	Anchor / Vinay Clair / Polo Rider / North West.
8	Modular Switch / Socket / Blanking Plate /PVC Box / Metal Switch Box (the gauge of switch Box shall not less than 18 SWG & of the same make that of Switch) Front Plates, Telephone, T.V. Outlets Socket / Fan Regulator.	Clipsal, Crabtree/ Anchor Roma/ L & T/ Siemens/ Northwest, MK (Blenze) / Legrand (Arteor) / Schneider (ZENCELO).
9	LUGS, Thimble, Cable Glands	Dowels/ Commet/ Hex/ Jhonson / Gripwell/ Comex/Comed
10	LED Light fittings	Wipro/ CGL/ Philips/ Bajaj/C&S/Halonix/Osram.
11	Exhaust fan	Usha/ Crompton/ Havells/ GE/ Bajaj/ Halonix
12	UPS System	Emerson/ Mitsubishi/ APC/ Gutor Electronics
13	Battery	Exide/ Amara Raja/ HBL/ Panasonic/ Amaron/Cummins

APPROVED MATERIALS (CIVIL)

Note :

4. 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.
5. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material/ Brand/ Make.
6. Whenever the specified brand of material is not available thrn, 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.

1.	Item	Acceptable Makes/ Manufactures
2.	Aluminium Composite Panel	Alpolic/ Aluco Bond/ Reynobond/ Euro bond/ Al-strong/Aludewr
3.	Acrylic sheet	Astari Glass Indonesia or equivalent
4.	Aluminium Extrusions/ Sections	Hindalco/ Indalco/ Jindal/Indian Aluminium Co.
5.	Epoxy Primer & Paints	Berger/ Pidilite/ CICO/ BASF/ SIKA/Asian/Nerolac/ICI Kansai Akzo Nobel.
6.	M.S .Pipe (Railing)	Jindal / Prakash Surya/ Tata/ RINL
7.	Screws	GKW / Nettle Fold or equivalent.
8.	Silicon Sealant	G.E./ DOW Corning/Waker/BASF/Pidilite/ROFF
9.	Stainless Steel	Jindal Stainless Steel/ Salem Steel
10.	Stainless Steel Screws	Kundan/ Arrow or equivalent.
11.	Stainless steel Sink with or without Draining board.	Nirali/ Hindware/ Frankee/ Cobra/AMC/ Selected Products Company/Parryware/Neelkanth/Nirali
12.	Structural Silicon Sealant	Dow Corning/ Wacker/ GE/ Du-pont
13.	Synthetic Enamel Paints	Gloss Synthetic Enamel of ICI(Dulux)/Asian (Apolite Premium gloss)/Berger (Luxol Hi Gloss)/ Synthetic Hi Gloss of Nerolac
14.	White Cement	JK White/ Birla White.
15.	Corrugated GI Sheets	Tata, Essar , Sail JSW, Bhusan
16.	Colour coated profile sheets	Tata (Ezydeck)/Lloyd Superdeck/JSW/Jindal
17.	Steel/Wood primer / paint	ICI delux, nerolac, berger, asian
18.	Bitumen 85/25	HPCI, IOCL
19.	Acrylic Distemper 1 st quality (washable/Readymix/Low VOC)	Asian Paints (Tractor Aqua Lock Paint)/ Berger: commando or equivalent paints of Nerolac or ICI-Dulux.
20.	Plastic emulsion paint	Asian paint: (Apolite Heavy Duty Premium Emulsion paint)/ Nerolac :Impressio/Berger:Easy clean/ICI-Dulax:Velvet touch
21.	Acrylic Smooth Exterior Paint	Asian Paint : (Apex/ Professional Premium Exterior Emulsion/ Nerolac: XL/Berger: Weather coat/ICI-Dulux: Weather Shieled
22.	Premium Acrylic Smooth Exterior Paint with Silicon Additive	Asian paint: Apex Ultima/Nerolac: XL Total/Berger: Weather coat all guard/ICI dulux: Weather Shield max
23.	Fire paint	Asian paints/Akzo Nobel Coatings India Ltd./ PROMAT/Jotun

PROFORMA OF SCHEDULES

SCHEDULE 'A'

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

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract : CPWD General Conditions of Contract 2019 (maintenance) modified and amendment up to the last date of submission of tender.

Name of work : "Replacement of existing Electrical accessories at AIIMS Residential Complex, Raipur."

Estimated cost of work : Rs. 11,05,808.00

(i) Earnest money : Rs. 22,200.00 (to be returned after receiving performance guarantee)

(ii) Performance Guarantee : 5% of tendered value.

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

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer inviting tender : Executive Engineer (Civil), AIIMS Raipur on behalf of Director AIIMS Raipur.

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

Definitions:

2(v) Engineer-in-Charge : Executive Engineer, AIIMS Raipur (C.G)
 2(viii) Accepting Authority : Executive Engineer, AIIMS Raipur (C.G)
 2(x) Percentage on cost of materials and labour to cover all overheads and profits. : 15%
 2(xi) Standard Schedule of Rates : As per DSR (E/M) 2018 (up to date of submission of NIT) & Market Rates
 2(xii) Department : Project Cell, AIIMS Raipur.
 9(ii) Standard CPWD contract Form : GCC 2019 & CPWD Form- 7 as modified & corrected up to last date of receipt of Bid/tender.

Clause 1

(i) Time allowed for submission of Performance

Guarantee, programme chart

(Time and progress) and applicable labour

: **07 Days**

Licenses, registration with EPFO,

ESIC and BOCW welfare board or proof of applying

Thereof from the date of issue of letter of acceptance

(ii) Maximum allowable extension with late fee @ 0.1% per day : **07 Days**

of Performance Guarantee amount beyond the period

Provided in (i) above

Clause 2

Authority for fixing compensation under clause 2.

: **Superintending Engineer / Director,
AIIMS Raipur****Clause 2A**

Whether Clause 2A shall be applicable

Applicable clause 2/ Clause 2A

: **No**

(Modified OM No. DG/CON/307 dt. 19.11.2019)

Clause 5

Number of days from the date of issue

of letter of acceptance for reckoning

date of start

: **14 Days**

Mile stone(s) as per table given below:-

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

Time allowed for execution of work – **90 days**.**Authority to decide:**

(i) Extension of time

: Executive Engineer, AIIMS Raipur (C.G.)

(ii) Rescheduling of mile stones

: Superintending Engineer/Director, AIIMS Raipur

(iii) Shifting of date of start in case

of delay in handing over of site

: Superintending Engineer/Director, AIIMS Raipur

PROFORMA OF SCHEDULES Clause 5

Schedule of handing over of site

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

Applicable clause 5/ Clause 5A(Modified OM No. DG/CON/307 dt. 19.11.2019) : **5A (Not Applicable)****Clause 6, 6A**

Clause applicable to this tender

: **6A (Applicable)****Clause 7**

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

Estimate cost put to tender

- i. Up to Rs. 10 lacs – Nil
- ii. More than Rs. 10 and up to 50 lacs – Rs. 15 lacs
- iii. More than Rs. 50 lacs – Rs. 25 lacs

Clause 7 A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

Whether clause 7A shall be applicable : yes

Clause 10A

List of testing equipment to be provided by the contractor at site lab.

: As required by Engineer-In-Charge

Clause 10B (ii)

Whether Clause 10 B (ii) shall be applicable

: No

Clause 10C

Component of labour expressed as percent of value of work

: Not Applicable

Clause 10CC

: Not Applicable

Clause 11

Specifications to be followed for execution of work

: CPWD general Specifications for electrical works 2013 with modification up to last date of tender submission.

Clause 12

Type of Work

: (maintenance) Work

12.2 & 12.3

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

: As per CPWD Works Manual-2019

12.5

(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items)

: As per CPWD Works Manual-2019

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

: As per CPWD Works Manual-2019

Clause 16

Competent Authority for deciding reduced rates.

: Superintending Engineer/ Director, AIIMS Raipur

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site

: As required by Engineer -in- Charge

Clause 19 C..... Engineer- in charge (Executive Engineer)
Clause 19 D..... Engineer- in charge (Executive Engineer)
Clause 19 G Engineer- in charge (Executive Engineer)
Clause 19 K Engineer- in charge (Executive Engineer)

Clause 25

Constitution of Dispute Redressal Committee (DRC): **AIIMS, Raipur**

Clause 32

Requirement of Technical Representative(s) and recovery Rate

SNo	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
1	Graduate Engineer	Electrical	Principal Technical Representative	2 - years	ONE	Rs. 15,000/- PM	Rupees Fifteen Thousand Per Month each
OR	Diploma Engineer	Electrical	(Project Planning/ Site/ billing Engineer)	5-years	ONE	Rs.15000/- PM.	Rupees Fifteen Thousand Per Month each

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

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

Clause 38

: **Not Applicable**

Schedule of Quantity

Name of Work:- Replacement of existing Electrical accessories at AIIMS Residential Complex, Raipur.					
S.no	Description of Items	Unit	Qty	Rate	Amount
1	Dismantalling of old fitting & Supply erecting & terminating PVC armoured cable 4 core 16 sqmm aluminium conductor complete & laid in provided trench/pipe etc. as required	Metre	965.00	228.00	220020.00
2	Dismantalling of old fittingSupply erecting & terminating PVC armoured cable 2 core 6 sqmm aluminium conductor complete & laid in provided trench/pipe etc. as required	Metre	400.00	168.00	67200.00
3	Dismantalling of old fitting & Supplying and laying of following size DWC HDPE pipe ISI marked along with all accessories like socket, bend, couplers etc. conforming to IS 14930, Part II complete with fitting and cutting, jointing etc.direct in ground (75 cm below ground level) including excavation and refilling the trench but excluding sand cushioning and protective covering etc., complete as required.				
(a)	63 mm dia (OD-63 mm & ID-51 mm nominal)	Metre	1100.00	209.00	229900.00
4	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required.				
(a)	2 X 1.5 sq. mm + 1 X 1.5 sq. mm earth wire	Metre	100.00	146.00	14600.00
5	Supplying and fixing 3 core 2.5 sqmm PVC copper round cable with proper connection as required.	Metre	600.00	168.00	100800.00
6	Supplying and fixing of following sizes of medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.				
(a)	20mm	Metre	200.00	84.00	16800.00
7	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing as required	Metre	950.00	57.00	54150.00
8	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.				
(a)	2 X 6 sq. mm (19mm)	Each	20.00	198.00	3960.00
(b)	4 X 16 sq. mm (28mm)	Each	80.00	250.00	20000.00

9	Dismantling of old fitting & Supplying and fixing water tight terminal box made of 1.6mm thick M.S. sheet with detachable gland plate in bottom, hinged front openable cover, rubber gasket, having 1 Nos 4way 63 Amp connector and 1 No 10 Amp SPMCB inside the box for cable connection, fixed to pole with 2 Nos clamp made from 40x3mm M.S. flat with 2 No nut bolt dully painted with 2 coat of red oxide paint and 2 coat aluminium paint complete as required.				
(a)	30x20x15 cms.	Each	40.00	2615.00	104600.00
10	Painting of street light pole & Garden Light pole with aluminium paint silver grey of approved brand and manufacture to give an even shade and make numbering in each pole with dark paint or as approved by site incharge.				
(a)	One or more coats on old work	sqm	544.00	73.25	39848.00
11	(A)Supply, Installation,Testing and commissioning of 250W LED Flood light with pressure die cast aluminum housing & toughened glass with IP-66 degree of protection(B) Individual LED's must have lenses for better throw across & along the road (c) luminaire efficacy of greater than 135Lumen/Watt, LED efficacy should be more than 155lm/watt (D) Color rendering (CRI) of ≥ 70 and co-related color temperature (CCT) of 5700K (± 500 K) (E)The luminaire should have 5KV surge protection, PF ≥ 0.9 , and total harmonic distortion of THD $\leq 10\%$, voltage range of 90-320V should be provided.(F) Luminaire should have top maintainable driver compartment for easy access to driver during maintenance separate control gear & LED compartment for long life (G) IP66 driver & LED compartment with potted driver IP66.(H) The Driver used must be a constant current driver with efficiency of $\geq 85\%$ (I) Manufacturers to provide LM80 from source manufacturer and should have NABL approved lab (Govt of India) to provide LM79 report, similar to make Bajaj model no BJFL 150W LED or Equivalent. Luminaires & Accessories should have guarantee for a period of 2 Years from the date of supply.	Each	10.00	19222.00	192220.00
12	Supply & Fixing 18-20 Watts Led Batten Tube light Ceiling mounted Fixture with all fixing accessories as required. and furnishing.	Each	10.00	419.00	4190.00
13	Providing, laying and fixing following dia G.I. pipe (medium class) in ground complete with G.I. fittings including trenching (75 cm deep)and re-filling etc as required				
(a)	50 mm dia	metre	70.00	536.00	37520.00
			Total		1105808.00
			SAY		1105808.00