



आरोग्यम् सुखं सम्पदा

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR

OFFICE OF THE
SUPERINTENDING ENGINEER
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NOTICE INVITING e-TENDER

N.I.T. NO. 11/SE/AIIMS/RPR/2026-27

NAME OF WORK : Supply and Installation of Different Types of Fire Extinguishers at AIIMS Raipur.

ESTIMATED COST : ₹ 4,21,20,175.00

EARNEST MONEY : ₹ 8,42,500.00

CONTRACT PERIOD : 06 months

TYPE OF WORK : Maintenance

**e-sign by S.S. Bose
Superintending Engineer
AIIMS, Raipur**

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Name of Work: “Supply and Installation of Different Types of Fire Extinguishers at AIIMS Raipur.”

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INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

REGISTRATION:

- 1) Bidders are required to 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, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person 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 Superintending Engineer , AIIMS Raipur.

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR

NOTICE INVITING e-TENDER

(a)	Name of Work	“Supply and Installation of Different Types of Fire Extinguishers at AIIMS Raipur.”
(b)	Tender No.	11/SE/AIIMS/RPR/2026-27
(c)	Contract Period	06 months
(d)	Estimated Cost	₹ 4,21,20,175.00
(e)	Earnest Money Deposit (Mandatory to submit original EMD for participating in Bid and no need to submit hard copy of whole tender document)	₹ 8,42,500.00 (to be submitted 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 favour of AIIMS, Raipur in the office of Project cell, AIIMS, Raipur before the last date of opening of technical Bid.
(f)	Performance Guarantee	(a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher). (b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered
(g)	Security Deposit	2.5% of the Tendered Value.
(h)	Tender documents may be seen on	AIIMS web site www.aiimsraipur.edu.in and CPPP site https://eprocure.gov.in/eprocure/app
(i)	Last Date & Time of Submission	By 31.08.2026 UP TO 15:00 Hours through online.
(j)	Date & Time for opening of Technical Bid	By 01.09.2026 UP TO 15:00 Hours through online.
(k)	Date, Time and Venue of the Pre-Bid Meeting	17.08.2026 at 15:00 hours Venue: 2nd Floor, Block-A, New Admin. Building, Tatibandh, AIIMS, Raipur

1. The intending Bidder must read the Terms & conditions carefully. He/ She should only submit bid if consider himself/herself eligible and bidder in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.

3. The Bid documents consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsraipur.edu.in Or <https://eprocure.gov.in/eprocure/app>.

**Superintending Engineer
AIIMS, Raipur**

FORM-6

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Superintending Engineer, AIIMS, Raipur on behalf of Director, AIIMS, Raipur invites online **Percentage Rate/ Item Rate bids in Two bid system (Technical cum Eligibility & Financial)** from eligible and registered contractors of appropriate list of CPWD /M.E.S. /BSNL (Construction) /Railway /C.G. P.W.D/ Specialized agency for the following work (s):-

Sl. No.	Description	Details
(a)	NIT No.	11/SE/AIIMS/RPR/2026-27
(b)	Name of Work:	“Supply and Installation of Different Types of Fire Extinguishers at AIIMS Raipur”
(c)	Estimated Cost	₹ 4,21,20,175.00
(d)	Earnest Money Deposit (Mandatory to submit original EMD for participating in Bid and no need to submit hard copy of whole tender document)	₹ 8,42,500.00 (to be submitted 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 favour of AIIMS, Raipur in the office of Project cell, AIIMS, Raipur before the last date of opening of technical Bid.)
(e)	Period of Completion	06 months
(f)	Last Date & Time of Submission	By 31.08.2026 UP TO 15:00 Hours through online.
(g)	Date & Time for opening of Technical Bid	By 01.09.2026 UP TO 15:00 Hours through online.
(k)	Date, Time and Venue of the Pre-Bid Meeting	17.08.2026 at 15:00 hours Venue: 2nd Floor, Block-A, New Admin. Building, Tatibandh, AIIMS, Raipur

- The intending bidder must read the terms and conditions of Tender document carefully. Bidder may submit bid having all required documents.
- 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 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 technical cum eligibility, bid shall become invalid.
11. **The Bidders shall have to submit original instrument for EMD before the last date of opening of TECHNICAL cum Eligibility Bid to the office of Tender Opening Authority. 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.**
12. **Pre-Bid Conference: The purpose of the meeting will be to clarify the doubt of the intending tenderer, beside discussion on any additional suggestion proposed by the tenderer. If found necessary, a corrigendum to the tender documents would be issued to all the intending tenderers, and thereafter no further query/condition shall be entertained. AIIMS RAIPUR shall conduct pre-Bid meeting(s) at the time and venue mentioned in Notice Inviting Bid.**
13. The Technical cum Eligibility bid shall be opened first on due date and time as mentioned above. Opening of financial bids of contractors qualifying the eligibility shall be opened at a later date.
14. 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.
15. **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 6 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.*

16. Sources and Verification of Bank Guarantees

Bank Guarantee for Bid Security (EMD), 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.

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

18. The Tender paper/documents can be seen / downloaded from Official website & submitted through Online or Site.
19. The competent authority on behalf of the Director, AIIMS, 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.
20. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
21. The Competent Authority, the **Engineer-In-Charge**, reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
22. The contractor shall not be permitted to bid for works in the AIIMS, 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.
23. The bid for the works shall remain open for acceptance for a period of **90 days** from the date of opening of bids.
24. This notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of "The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, GCC, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
25. Purchase preference shall be given to Class-I local supplier(s) based on their declaration of the percentage (%) of minimum local content used in the manufacturing of quoted product as per Public Procurement (Preference to make in India), Order 2017 notification issued by GoI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) vide order no. P-45021/2/2017-PP (BE-II) dated 15/06/2017 and order no. 31026/65/2020-MD dated 30/12/2020 issued by Ministry of Chemicals & Fertilizers, Department of Pharmaceuticals

"Local Content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

26. It is expected that, all the participating BIDDER companies have understanding and prior knowledge about the "Make in India" Initiative and Price Preference Policy of Govt. of India. However, it is once again emphasized that before participating this e-tender please carefully read the "Make in India" Initiative and directives of Govt. of India, since in case if any "Make in India" Registered Company will participate against this e-tender, the Price preference as per the same will be given to such participating Bidder company for ensuring necessary compliances of "Make in India" Policy of the Govt. of India.

27. Eligibility of Bidder

(a) Minimum Eligibility Criteria :

- (i) The Applicant should be registered contractors of appropriate list of CPWD /M.E.S. /BSNL (Construction) /Railway /C.G.P.W.D/ Specialized agency.
- (ii) Average annual financial turnover on construction works should be at least 30% of the estimated cost put to tender during the immediate last three consecutive financial years. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum.
- (iii) Experience of having successfully completed similar work in Govt./ Semi Govt./ PSU/ Autonomous Bodies of Govt. during last 7 years ending on previous day of last day of submission of tender. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last day of submission of tenders.

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

* “Similar Works” means SITC of fire extinguisher.

Past performance experience of the same or similar category product supplied in Govt./Semi Govt./ PSU/ Autonomous Bodies of Govt., as required in the bid conditions, must be submitted in the Technical Bid. The experience shall be supported with valid proof of supply/execution, such as CRAC, Installation Report, Appreciation Letter, or Completion Certificate, failing which the offer shall be summarily rejected.

~~(b) Bid Capacity and Technical Eligibility Criteria:~~

- ~~(i) The bidder who comply with the above Minimum Eligibility Criteria will be eligible further for consideration of bid(s) only if their available bid capacity is more than the Estimated Cost Put To Tender for the work mentioned in this Notice Inviting Tender.~~

~~The available bid capacity shall be calculated as under:~~

~~Assessed available Bid Capacity = (A*N*1.5 B)~~

~~Where~~

~~‘N’ = Number of years prescribed for completion of work for which bid has been invited.~~

~~‘A’ = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress.~~

~~— The value of completed works shall be brought to current costing level by~~
~~— enhancing at a simple rate of 7% per annum~~
~~— B' = Value of existing commitment and ongoing works to be completed~~
~~— The values for~~
~~— A = Computed for the Bidder from **Performa-III**~~
~~— N = No. of years for "Period of Completion" for work for which NIT is invited.~~
~~— B = Computed for the Bidder from **Performa-VI**~~
~~Bidder shall submit details of ongoing works as per **Performa-III and Performa-VI**~~

- (c) For the Contractors to whom any work(s) in AIIMS Raipur is awarded and in progress, prior to Opening of Financial Bid, a Monthly Performance Report for contractors will be prepared by the Engineer-in Charge to ascertain their performance to complete any additional work in AIIMS Raipur within Stipulated Time of completion of work or Extended Time of completion of work (if any). Any adverse remark in the Monthly Performance Report for contractor shall result in rejection of Technical Bid of such contractor for this NIT. This criteria for Technical Eligibility of Bidder may be relaxed in the case of contractor whose performance has been found to be very high order with the approval of Director, AIIMS Raipur.

(d) **Contractual Performance in Other Departments**

Letter of past contractual performance to be submitted by bidder as per **Performa -VII**

Signing of bid document:

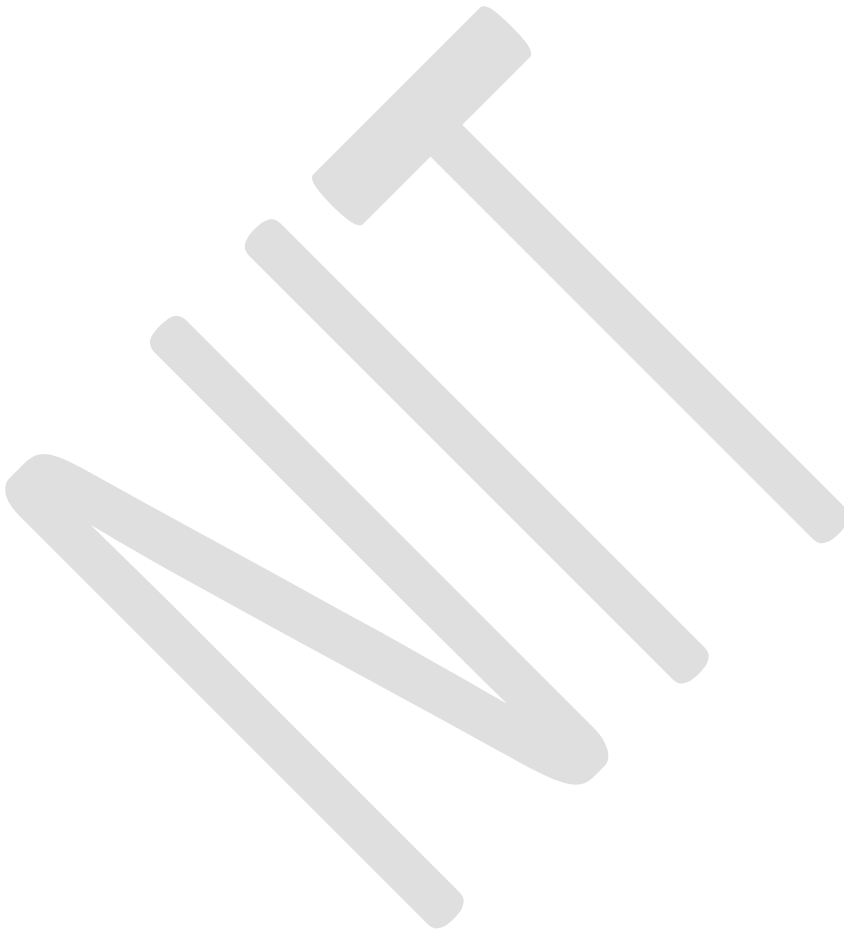
- a. If the bidder is an individual, the bid shall be signed by him above his full type written name and current address.
- b. If the bidder is a proprietary firm, the bid shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
- c. If 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.

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

- a. **President of India – Executive Director, AIIMS, Raipur**
- b. **The terms Director General includes CPM/ADG region/ SDG PR Special Director General / Additional Director General and CPM/ Chief Engineer of the Zone - Director/Superintending Engineer /Superintending Engineer , AIIMS, Raipur.**
- c. **CPWD – AIIMS Raipur.**

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

of any other remedy.



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

1	Enlistment Order for the Contractor (Wherever applicable)
2	OEM Certificate / OEM authorization certificate
3	Scanned Copy of EMD (Original to be submitted as mentioned in Information and Instructions for Bidders for e-Tendering)
4	Letter of transmittal (Annexure-A)
5	Vendor Details as per (Annexure-B)
6	Structure & Organization (Annexure-C)
7	Declaration by Bidder (Annexure-D)
8	Consent Letter (Annexure-E)
9	Self-Certification under Preference to “MAKE IN INDIA” Policy (Annexure –F)
10	Undertaking For Goods And Services Tax (GST) Compliance (Annexure –G)
	GST Registration Certificate, if already obtained by the bidder. (Annexure-G)
11	If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents. “If work is awarded to me, I/we shall obtain GST registration Certificate, as applicable, within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or GST department in this regard.
12	Proof of Average Annual Financial Turnover on construction works should be at least 30% of the estimated cost put to tender during the immediate last three consecutive financial years (Proforma III)
13	Details of The Similar Works Completed In Last Seven Years (Performa-IV)
15	Affidavit on non-judicial paper of Rs. 50/- duly attested by Notary/ Magistrate for PAST CONTRACTUAL PERFORMANCE (Proforma-VII)
18	BIS License for all the categories i.e. IS 14951, IS 11833, IS 16018 and IS 15683 with the validity of licenses should have minimum 1 year from the date of participation in the tender process
19	Integrity Pact (Attached) (Affidavit on non-judicial stamp paper of Rs.100/- duly attested by Notary/Magistrate) The Bidders shall submit original Integrity Pact along with EMD instrument before the last date of opening of TECHNICAL cum Eligibility Bid to the office of Tender Opening Authority. In absence of Integrity Pact (IP) your bid will be technically disqualified and rejected.

Note: Engineer-in Charge may reject the technical bid of the bidder to whom any work is awarded in AIIMS Raipur and the progress of work is slow. This rejection shall be exercised by the Engineer-in Charge after written notice of slow progress of awarded work is issued to the contractor prior to the date of opening of technical bid of this tender. Decision of Engineer-in Charge shall be final and binding upon the bidder.

e-sign by S.S. Bose
Superintending Engineer
AIIMS, Raipur

LETTER OF TRANSMITTAL

From:

To

The Superintending Engineer,
Project Cell, AIIMS, Raipur (C.G.)

Subject: Submission of bids for the work of **“Supply and Installation of Different Types of Fire Extinguishers at AIIMS Raipur.”**

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 F 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

FORM FOR DETAILED INFORMATION BY BIDDER (Vendor Details)

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

(Authorized Signature of the Bidder with Seal)

STRUCTURE & ORGANISATION

1. (a) Name

(b) Address of the bidder
2. (a) Telephone no.

(b) Telex no.

(c) Fax no.

(d) E-mail
3. Legal status of the bidder (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation
4. Particulars of registration with various Government Bodies if any (attach attested photocopy)

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

Signature of Bidder(s) with Seal

DECLARATION

It is to certify that:

- 1) I/We agree with the terms and conditions of it and understood that it will form part of the agreement.
- 2) I hereby certify that none of my Relative(s) are employed in AIIMS 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) uploaded documents of the tender before submitting the same.
- 5) All the information and documents given/ uploaded for bids are true.
- 6) I / We have provided our e-Mail id for any communication in this regard.
- 7) I have read carefully & understood the important instructions to the all bidders.

Date.....

Contractor

E-Mail: _____

(Sign with Seal)

CONSENT LETTER

“Supply and Installation of Different Types of Fire Extinguishers at AIIMS Raipur.”

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

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

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

I/we will also engage suitable and skill Engineer(s) for the work as per Clause 32 of General Condition of Contract.

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

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

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

Signature of contractor with seal

Self-Certification under Preference to “MAKE IN INDIA” Policy

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/Amendments from time to time and as applicable on the date of submission of tender, we hereby certify that we _____
(Name of Contractor/Firm/ Agency) are local **Contractors and will meet** the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No _____, **if selected as Lowest Bidder**

~~Details of location at which local value addition will be made is as follows:~~

The information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me.

In the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per said order, based on the assessment of procuring agency(ies)/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You

Seal and Signature of Authorized Signatory

UNDERTAKING FOR GOODS AND SERVICES TAX (GST) COMPLIANCE

I, (Name of Authorized Signatory), in my capacity as (Designation) of (Name of Vendor/Agency), hereby solemnly affirm and undertake the following in connection with all supplies of goods and/or services rendered to the All India Institute of Medical Sciences (AIIMS), Raipur.

1. We hereby declare that we are registered under the Goods and Services Tax (GST) Act, 2017, and hold a valid GSTIN as mentioned above.
2. We shall strictly comply with all provisions of the GST Act, 2017, and all rules, regulations, and notifications issued thereunder by the Government of India and/or the relevant State Government.
3. We shall furnish all GST returns accurately and within the prescribed timelines. We shall ensure that all invoices raised on AIIMS Raipur are correctly reflected in our GSTR-1, and the corresponding tax liability is paid and declared in GSTR-3B, such becomes available to AIIMS Raipur and is reflected in its GSTR-2A/2B.
4. We shall issue valid tax invoices for all supplies and services provided to AIIMS Raipur, clearly mentioning the GSTIN of AIIMS Raipur (22AACAA7875J2ZL) and all other required details.

This undertaking is made to ensure compliance and is legally binding upon us.

Seal with Signature

Name:

Designation:

Date:

Date: _____

ANNUAL TURNOVER FOR THE LAST THREE YEARS

S. No.	FINANCIAL YEAR	Annual Turnover from Construction Works (Rs. in Lacs)	Remarks
1	2022-23		
2	2023-24		
3	2024-25		

OR

S. No.	FINANCIAL YEAR	Annual Turnover from Construction Works (Rs. in Lacs)	Remarks
1	2023-24		
2	2024-25		
3	2025-26		

Note:

- 1) The bidder shall submit the Certificate from the Chartered Accountant, wherever the Annual Turnover is certified for the relevant financial year in which the minimum criteria of Annual Turnover are satisfied should also be submitted.
- 2) For computation of Average Annual Turnover, the Annual Turnover for the past three consecutive years certified by a Chartered Accountant will be considered.

DETAILS OF THE SIMILAR WORKS COMPLETED IN LAST SEVEN YEARS

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

Note:

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

DETAILS OF ON-GOING/EXISTING WORKS

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

Note:

- ~~The copies of Work Orders of ongoing-awarded works and documentary proof for payment issued by the Client i.e. Department(s) of Govt./Semi Govt./PSU/Autonomous Bodies of Govt. shall be attached~~

PAST CONTRACTUAL PERFORMANCE

(Affidavit on non-judicial stamp paper of Rs.50/- duly attested by Notary/Magistrate)

This is to certify that We, M/s _____[Name of the Bidder with address], in submission of the Bid "(Name of the Work and NIT No.)":

- i) have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.;
- iii) have never been banned by any Central/State Govt. Departments/Public Sector Undertakings or Enterprises or Autonomous Bodies of Central/State Govt.;
- iv) have submitted all the supporting documents and furnished the relevant details as per the prescribed format.; and
- v) have submitted all the information and the requisite documents with the Bid and further certify that we are fully responsible for the correctness of the information and documents submitted by us.

SEAL AND SIGNATURE OF THE BIDDER

Note: Exceptions of the above, if any, shall be clearly mentioned with details by the bidder for evaluation/consideration if any.

INTEGRITY PACT

(Affidavit on non-judicial stamp paper of Rs.100/- duly attested by Notary/Magistrate)

Between

AIIMS Raipur hereinafter referred to as **“The Principal,”** and

_____ Hereinafter referred to as “_____” **(The Bidder/ Contractor.)”**

Preamble

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

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 - Commitments of the Principal:

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - C. The Principal shall exclude from the process all known persons having conflict of interest.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 - Commitments of the Bidder(s)/ Contractor(s):

- 1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.
 - a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.
 - e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.
- 2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts;

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 — Compensation for Damages:

- 1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression:

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors:

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s):

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

Section 8 — Independent External Monitor:

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to

demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 — Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

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

Section 10 - Other provisions:

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

Section 11 - INDEPENDENT EXTERNAL MONITOR (IEM):

Contractor signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

Other terms and conditions will be governed as per CVC Circular no. 04/06/23 dated 14.06.2023.

Shri Arvind Kumar Arora (IEM)
Independent External Monitor
Email: arvindarora333@gmail.com

Shri Vishwanath Giriraj (IEM)
Independent External Monitor
Email: vgiriraj@refdiffmail.com

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 & On behalf of the Contractor)
(Office Seal)

(For & On behalf of the Principal)
(Office Seal)

Place -----

Date -----

Witness 1: _____

Witness 1: _

(Name & Address)

(Name & Address)

ALL INDIA INSTITUTE OF MEDICAL SCIENCE RAIPUR
Percentage Rate Tender/ Item Rate Tender

Tender for the work of: **“Supply and Installation of Different Types of Fire Extinguishers at AIIMS 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 **₹ 8,42,500.00** 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 for period as per decision of Engineer-in-Charge. 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 : #
Address: #
Occupation: #
applicable

e-Mail id#

To be filled in by the contractor/witness as

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

Name of Work: **“Supply and Installation of Different Types of Fire Extinguishers at AIIMS Raipur.”**

1. 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.
2. 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.
3. Unless otherwise specified, the agreement rates for all items of work of the schedule of quantities are for all heights, depths, leads and lifts involved in the execution of work.
4. Other agencies working at site will also simultaneously execute the work entrusted to them and the contractor shall offer necessary co-operation wherever required to other agencies.
5. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
6. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, Labour Laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
7. All malba/ 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 malba (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.
8. 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.
9. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.
10. All required register will be issued by Engineer-in-Charge/Superintending 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.
11. All T&P, scaffoldings, ladders/Hydra etc, instruments/meters for Construction, consumable and Contingent Articles required for execution of the work shall be arranged by the contractor.
12. The contractor shall make all safety arrangement required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. The 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.
13. Contractor shall be fully responsible for any damages caused to govt. property or allotter's property by his or his labor in carrying out the work and shall be rectified by the contractor at his own cost.
 14. GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt. of India/AIIMS Rules.
 15. Chases, holes & drilling works etc. shall be done using power operated tools in the cost of Contract. No extra will be paid for the same.
 16. The agency shall restore back the premises and other articles provided by the department to the department at the time of closure of the contract.
 17. In the case of discrepancy between the schedule of quantities, the Specifications and/or the Drawings, the following order of preference shall be observed :-
 - a) Description of schedule of quantities.
 - b) Additional specifications and special conditions, if any.
 - c) Contract clauses of General conditions of contract for Central P.W.D. works. (iv) CPWD specifications.
 - d) Architectural drawings.
 - e) Indian standards specifications/ BIS. (vii) Sound engineering practice. Any reference made to any Indian standards specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
 18. The contractor and /or his authorized agent should see the site order book every day and get the compliance of instruction given by the JE/AE/Engineer-in-charge (E-I/C) as per time schedule.
 19. The contractor will not pitch up tents for laborers, materials and his stores etc.
 20. No permanently / temporary huts / structures shall be constructed by the contractor at the site of work or at any government land / premises. Such structures, if any, found at the site or at AIIMS, Raipur land shall be demolished and removed at the cost of the agency without any notice.
 21. Any damage to the building structure, fittings or any other articles etc. done by the contractor or his workman during the execution of the work shall be made good by the contractor at his own cost.
 22. The contractor shall clear the site properly after the completion of the work.
 23. The Agency shall be solely responsible for compliance to the provisions of various Labor and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. as per labour law 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) Child Labour (Prohibition and Regulation) Act, 1986.
 - (h) The Motor Vehicle Act, 1988.
 - (i) Minimum Wages Act, 1948.
24. Breach of Terms and Conditions: Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Raipur in that event the EMD and /or Performance Guarantee and/or security deposit shall also stands forfeited.
25. 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.
26. 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.
27. 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.
28. 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. TERMS & CONDITIONS FOR ELECTRICAL WORK

1. The work shall be carried out strictly in accordance with CPWD specifications for Electrical works 2023 Part-I (Internal) and 2023 Part-II (External) as amended upto date in accordance with Indian Electricity Rules, 1956 India electrical Act, 2003 as amended upto date and as per instructions of the engineer-in-charge including as below and nothing will be paid extra.
2. The electrical work shall be carried out as per actual requirement and quantity is given in

the schedule of work may vary of either side and it is side possible that some of the item given in the Schedule of work may not require to be executed. The decision of Engineer-in-charge of the work, in this regard, shall be final and binding on the Tenderers. However tenderers are required to quote their rates for all the items given in the schedule of works attached.

3. All materials to be used on this work should brought in by the contractor to facilitate testing before use and shall be got approved from the Engineer-in-charge before installation at site.
4. The work shall be carried out according to approved drawing/details which shall be subsequently issued to the successful tenderer for execution of work and as per instructions of the Engineer-in-charge who will have the right to change the layout as per requirements at site and the contractor shall not have any right to change in layout.
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 in this condition shall be recovered from the contractor and decision of the Engineer-in-charge about recovery shall be final.
6. All the debris of the electrical works should be removed and the contractor should be clear the site immediately clear off any rejected material from the site.
7. 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 program of electrical works are to be co-ordinate in accordance with the building work and no claim, for idle labor will stipulated in the tender, electrical work shall to be completed along with completion of civil work.
8. The contractor or his representative is to sign the site order book as & when required by the Engineer-in-charge and comply with the remarks therein.
9. The Contractor shall make his own arrangement at his own cost of electrical general tools and plants required for the work.
10. All materials to be used on this work shall be ISI marked & shall be got approved in written from the Technical sanctioning authority/Engineer-in-Charge before installation at site unless otherwise not covered under ISI.
11. Materials not being manufactured in India shall be CE marked & ENEC certified. In absence of any of above, materials shall be summarily rejected.
12. The makes, size of conduit and wires, shall be got approved from the Engineer-in-charge before taking up the execution.
13. Main Board and main distribution Board: the work shall be carried out according to the drawings/details as approved by the Engineer-in-charge, samples approved before the whole lot is brought to site and it shall include all inter connections etc. panel drawings shall be got approved before actual fabrication is taken up.
14. The connection, inter connection, earthing and inter earthing shall be done by the contractor where required and nothing extra shall be paid on this account.
15. Nothing extra shall be paid for inter connection with thimbles/wires/tapes/strips etc.
16. 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.

17. 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.
18. Location of light fixtures, cable routes, power & light point etc. should be prepared & got approved from the Engineer-in-Charge before execution.
19. All panels, DB's, cable-looping boxes will be numbered and marked with paint / name plate, ferruling of circuit/submain etc and nothing extra will be payable on this amount.
20. All MCB, MCCB, MCB, DB's, RCBO's, RCCB with DB's shall be of same make / manufacturer.
21. 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
22. 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.
23. 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.
24. 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.
25. 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
26. 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.
27. Cables:-
 - a) Cables shall be bought from manufacturer 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.
28. 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 bare 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

29. The contractor shall bear all the expenses for the testing of the electrical material / switch gears etc. from the designated lab, as desired by Engineer-in-charge.
30. 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.
31. The entire installation shall be at risk and responsibility of the contractor until these are tested and handed over to the department.
32. Some of the items of work, if already executed in that case the successful tender shall have to use these items for completing the work. For wiring, the existing conduit wherever available / required shall be used by the contractor. The recovery will be made for these items at accepted rate of other agencies.
33. Watch and ward of the material shall be the responsibility of the contractor till they are handed over to the department for which nothing extra shall be paid.
34. 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.
35. The contractor shall abide the specifications given in the tender where the specifications are not given CPWD specifications with as on date amendments shall be followed. Items where CPWD specifications are not covered, the decision of Engineer-in-charge shall be final and binding.
36. The contractor shall also assess the quantities of various items involved in the work and shall procure the material accordingly. If excess material is produced, it shall be the responsibility of the contractor and department will not pay for unused quantity.
37. In case any extra quantity gets procured in running bills i.e. more than to be, it shall be taken back and amount shall be adjusted.
38. The contractor/supplier shall have to produce all the relevant records to certify that the genuine material from the manufacturers has been supplied and erected. The invoice/challan of the materials shall be invariably submitted. Custom clearance paper in respect of materials imported from outside country reqd. to be submitted.
39. Contractor shall be mandatorily be required to provide to the engineer-in charge certified copies of original invoices of all kind of materials, T&P etc. being used or procured for this agreement. Failure to provide any of such information to engineer-in charge to his satisfaction shall render the contractor ineligible for payment for such items and no claim what so ever on this account shall be admissible and decision of engineer-in charge in this regard shall be final and binding.
40. The contractor will have to arrange the required Computer, Printer, telephone, furniture etc. at his own cost pertaining to his job and he will take all the settings back only after the expiry of the agreement for which nothing extra shall be paid.

C. ~~TERMS AND CONDITIONS FOR AC&R WORK~~

- ~~1. The bidder Shall visit the site of installation & Commissioning of the Air conditioning machine and understand the nature & scope of the work and doubts of any nature and~~

~~should be got clarified before quoting. Agency ascertains themselves with all the rules and regulations of the premises of AIIMS Raipur.~~

- ~~2. Packaging, forwarding, storage and safe keeping of all the supplied materials shall be the sole responsibility of the bidder irrespective of the location of the material. Agency is responsible for all the materials on site (finished or unfinished). Any loss or damage cause to the materials incidental or otherwise shall be borne by the agency. The Institute shall assume no responsibility in this regard under any circumstances.~~
- ~~3. The equipment offered shall conform to the specifications as given in tender and shall be guaranteed against defective design, defective quality material supplied, manufacturing defects etc. for Defect liability period.~~
- ~~4. SITC for Machine must be carried out by the bidder, quarterly servicing will be done by the bidder within warranty period. The Contractor shall ensure running equipment's are available at default rated parameters & capacity. Extra amount of refrigerant (if required) to run air conditioner as per parameters in the scope of agency. The healthiness of Air conditioning machine shall be ensured with no water or refrigerant leakage, no abnormal sound, proper setting of thermostats and their tripping etc.~~
- ~~5. Damage to the building during execution of work shall be made as good as previous by the contractor, otherwise penalty will be imposed by the Engineer In Charge which will be final & bound to contractor.~~
- ~~6. The contractor shall handover the Air conditioning machine in healthy and working condition to the department after completion of work and any shortcoming / missing parts noticed at the time of handover shall be made good by the contractor free of cost, otherwise necessary deduction will be made from the bill which is bound to the contractor.~~
- ~~7. The agency shall ensure that its employees while on AIIMS Raipur premises or while carrying out their obligations under this contract, observe the standards of cleanliness, decorum and general discipline lay down by AIIMS Raipur. After completion of work area should be cleaned. The cleaning of dust, Oil Spillages, Welding butts, Metal Scraps, used nut bolts & all other scrap removal shall be in contractor's scope. Handling of Scrap generated arises on account of activities or any kind of material handling will be in agency scope.~~
- ~~8. Any malba generated due to dismantling/maintenance shall be cleared from the site of work immediately without any extra cost failing which same shall be done by the department and suitable recovery shall be made from the contractor.~~
- ~~9. All works related to installation of Air conditioning machine like making holes in the walls for passage of copper tubes and electrical cables, mounting of stands, minor Civil work like cutting of existing false ceiling and fitting of AC indoor unit etc. shall be done by the agency and all tools, and tackles including ladder etc. shall be arranged by the agency. However, for loading / unloading of Air conditioning machine in the scope of agency. the AIIMS Raipur shall not provide any labour to the contractor for lifting or transportation of the Air conditioning machine.~~
- ~~10. Agency shall be provides all spare parts list with their prices and It is mandatory to provide O&M user /maintenance manual after completion of work.~~
- ~~11. At the time of acceptance of the tender, agency shall furnish the details of workers along with contact details.~~

- ~~12. The contractor or his representative should not remove, disturb and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the Engineer (AC/R).~~
- ~~13. Any of the skilled or unskilled workers at site found not up to the standard or undesirable will be required to be forthwith removed by the agency. If found under the influence of the above, contracting firm shall have to change /replace him, failing which we may terminate the contract.~~
- ~~14. Agency shall arrange to render efficient service as outlined by AIIMS Raipur. If due to any reason, the firm is not able to do the work, the same shall be got done from some other firm or from the open market at the risk & cost of the contractor and the expenditure incurred there on shall be recovered from the contractor including penalty imposed by the Engineer In Charge which will be bound to the contractor.~~
- ~~15. The agency will have to carry out the work in accordance with the drawings technical specifications / or other conditions after allocation of work and to the full satisfaction of AIIMS Raipur.~~
- ~~16. No accommodation for the labourers will be allowed within AIIMS Raipur.~~
- ~~17. Installation site distance between Indoor Unit and Outdoor Unit is deferment meters, therefore normal supply of copper tubing, insulation pipe and water drain pipe shall be accordingly and default parameter achieved as per this.~~
- ~~18. Installation, testing and commissioning report as per default parameter and 72 hour testing report if required by the engineer in charge.~~
- ~~19. It is expected from the agency that all the items specified for supply in the tender shall be strictly in accordance with the standards and quality specification by the respective manufacturers. Therefore the bidders are advised to go through the specifications of the items before submitting the bids.~~
- ~~20. The Bidder ensures that the items supplied against this tender are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials. The Bidder further ensures that all items/goods supplied against this tender shall have no defect arising from design, materials or workmanship.~~

D. Other 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 contract or 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/Superintending 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~~ **contractor**.
7. 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.
8. 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.
9. 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.
10. Conditional tenders are liable to be summarily rejected.
11. The rates shall be quoted only in the schedule of quantities attached with the tender and nowhere else i.e. letter heads etc.
12. 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.
13. 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.
14. 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.
15. 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.

e-sign by S.S. Bose
Superintending Engineer
AIIMS, Raipur

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 Superintending 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 substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his 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 Security (Guarantee)

Bank Guarantee Bond-Format – I

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

To
SUPERINTENDING ENGINEER,
AIIMS RAIPUR,
TATIBANDH,
RAIPUR – 492099

Dear Sir,

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

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the AIIMS Raipur.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the AIIMS Raipur stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

3. We, the said bank further undertake to pay the AIIMS Raipur any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AIIMS Raipur under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the AIIMS Raipur that the AIIMS Raipur shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS Raipur against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to

the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the AIIMS Raipur or any indulgence by the AIIMS Raipur to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up tounless extended on demand by the AIIMS Raipur.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday of

for.....(indicate the name of the Bank)

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1 Wherever any reference to any Indian Standard Specifications of BIS or other International standards of ASTM/BS/EN occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
- 1.2 The contractor shall work according to the programme of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a programme of the work within 07 days from the stipulated date of start of the work based on computer software and shall update the same every fortnight.
- 1.3 The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
- 1.4 If as per Municipal or prevailing rules of the secured campuses owned by paramilitary forces, Institutions etc, the huts for labour are not to be erected at the site of work by the contractors, the contractors shall provide such accommodation at such locations as are acceptable to local bodies with all provisions concerning labour safety & sanitation as contained in the relevant clause of the contract, for which nothing shall be payable.
- 1.5 Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.
- 1.6 The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-7/8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
- 1.7 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.
- 1.8 The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.
- 1.9 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.
- 1.10 Cast iron pipes and fittings without ear shall be used. However, pipes and fittings with ears may be accepted without any extra payment. In such cases, clamps are not required and no extra payment shall be made for fixing the pipes in a different manner.
- 1.11 Any cement slurry added over base surface for bond or for continuation of concreting, for protecting reinforcement bars, its cost shall be deemed to have been included in the

respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.

- 1.12 Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required at any stage shall have to be done by the contractor at his own cost.
- 1.13 No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 1.14 Only Star headed Stainless Steel screws shall be used unless otherwise specified.
- 1.15 Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.
- 1.16 Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.
- 1.17 The contractor shall prepare all the needed shop drawings well in advance and get them approved before placing the order and execution of the item.
- 1.18 The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer - in -Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications.
- 1.19 BIS License for all the categories i.e. IS 14951, IS 11833, IS 16018 and IS 15683 with the validity of licenses should have minimum 1 year from the date of participation in the tender process.
- 1.20 Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods.

2. RATES

- 2.1 The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Engineer in charge, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.
- 2.2 The rates quoted by the bidder, shall be firm and inclusive of all taxes and levies.
- 2.3 No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be

carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

- 2.4 All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement & other storage, fabrication yard, site laboratory, water tank etc.
- 2.5 For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.
- 2.6 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

3. CLEANLINESS OF SITE

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

4. INSPECTION OF WORK

In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the Engineer-In-Charge, AIIMS Raipur and other senior officers of AIIMS Raipur and his authorized representative. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-Charge or other officers as stated above to visit the works shall have been given to the

Contractor, either himself be present to receive the orders and instructions or have a responsible Site Engineer duly accredited in writing, to be present for that purpose Senior Officers of AIIMS Raipur Authorities shall also be inspecting the on-going work at site at any time with or without prior intimation.

5. CO-OPERATION WITH OTHER CONTRACTORS/SPECIALIZED AGENCIES/SUB-CONTRACTORS

5.1 The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general .The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipment's for execution of the work, so as to cause minimum environmental pollution of any kind during construction. Further, the Contractor shall take all precautions to abide by the environmental related restrictions imposed by Pollution control board.

Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non-availability of construction machinery spare parts and any other constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Tenderers are advised to visit site and get first-hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

5.2 The Contractor shall cooperate with and provide the facilities to the sub-Contractors and other agencies working at site for smooth execution of the work. The contractor shall indemnify STC, BSF, authorities.

Against any claim(s) arising out of such disputes. The Contractor shall:

- (i) Allow use of scaffolding, toilets, sheds etc.
- (ii) Properly co-ordinate their work with the work of other Contractors.
- (iii) Provide control lines and benchmarks to his Sub-Contractors and the other Contractors.
- (iv) Provide electricity and water at mutually agreed rates.
- (v) Provide hoist and crane facilities for lifting material at mutually agreed rates.
- (vi) Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.
- (vii) Adjust work schedule and site activities in consultation with the Engineer-in-Charge and other Contractors to suit the overall schedule completion.
- (viii) Resolve the disputes with other Contractors/ sub-contractors amicably and the Engineer-in-Charge shall not be made intermediary or arbitrator.

5.3 The work should be planned in a systematic manner so as to ensure proper co-ordination of various disciplines viz. sanitary & water supply, drainage, rain water harvesting, electrical, firefighting, information technology, communication & electronics and any other services.

5.4 Other agencies will also simultaneously execute and install the works of sub-station / generating sets, air-conditioning, lifts, etc. for the work and the contractor shall afford

necessary facilities for the same. The contractor shall leave such recesses, holes, openings trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be supplied free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.

- 5.5 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and in a proper co-ordinate manner and shall perform it in proper sequence to the complete satisfaction of others.

6. SAFETY MEASURES AT CONSTRUCTION SITE

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

- (i) The work site shall be properly barricaded.
- (ii) Adequate signages indicating 'Work in Progress – Inconvenience caused is Regretted' or Diversion Signs shall be put on the sites conspicuously visible to the public even during night hours. These are extremely essential where works are carried out at public places in use by the public.
- (iii) The construction malba at site shall be regularly removed on daily basis.
- (iv) All field officials and the workers must be provided with safety helmets, safety shoes and safety belts.
- (v) Proper MS pipe scaffoldings with work – platforms and easy-access ladders shall be provided at site to avoid accidents.

Necessary First-Aid kit shall be available at the site.

The above provisions shall be followed in addition to the provisions of General Condition of Contract.

7. FIELD TESTING INSTRUMENTS

(Following instruments in sufficient quantity as directed by the Engineer- in- Charge shall be made available by the contractor. It shall be ensured that the instruments always remain in serviceable condition else the same will be replaced. In case of non-availability of instrument Engineer-In-Charge will purchase the same and the invoice amount will be deducted from the bill and will be bound to contractor in the interest of work.

- (1) ~~Steel tapes – 3 m / 5m / 7.5m / 15m / 30m~~
- (2) ~~Vernier Calipers.~~
- (3) ~~Micrometer screw 25 mm gauge.~~
- (4) ~~A good quality plumb bob.~~
- (5) ~~Spirit level, minimum 30 cms long with 3 bubbles for horizontal vertical.~~
- (6) ~~Wire gauge (circular type) disc.~~
- (7) ~~Foot rule.~~
- (8) ~~Long nylon thread.~~
- (9) ~~Rebound hammer for testing concrete~~

- (10) ~~Dynamic penetrometer.~~
- (11) ~~Magnifying glass~~
- (12) ~~Screw driver 30 cms long~~
- (13) ~~Ball pin hammer, 100 gms.~~
- (14) ~~Plastic bags for taking samples~~
- (15) ~~Moisture meter for timber~~
- (16) ~~Earth resistance tests~~
- (17) ~~Total station~~
- (18) ~~Multimeter,~~
- (19) ~~Meggar~~
- (20) ~~Refrigerant Leak detector~~
- (21) ~~Pipe Bender~~
- (22) ~~Thermometer~~
- (23) ~~Hygrometer~~
- (24) ~~CFM Meter~~
- (25) ~~Step Ladder~~
- (26) ~~Cordless drill~~

8. THE CONTRACTOR SHALL SUBMIT 'METHOD STATEMENT' FOR THE APPROVAL SOON AFTER THE AWARD OF WORK

'Method Statement' is a statement by which the construction procedures for important activities of construction are stated, checked and approved. Method Statement shall have description of the item with elaborate procedures in steps to implement the same. The specification of the materials involved their testing and acceptance criteria, equipments to be used, precautions to be taken, mode of measurements etc.

9. TESTING OF MATERIALS

- 9.1 The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing unless specified otherwise. In all cases cost of samples and to & fro carriage shall be borne by the contractor. Contractor shall establish a laboratory at site of work at his own cost. The laboratory shall be equipped with all necessary equipment as per requirement of specification or as per direction of Engineer-in-Charge. A list of laboratory equipment to be maintained by the contractor is enclosed at Para 13 page 40 & 41. Establishing the laboratory at site shall not absolve the contractor from fulfilling the criteria of getting the test done in independent approved laboratories as per DG, CPWD, O.M. No. DG/MAN/308 dated 29.05.2014. The decision of the Engineer-in-Charge of allowing any test in the site laboratory shall be final.
- 9.2 Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/material. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-Charge, furnish manufacturer test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfy the provisions of IS codes relevant to the material and/or the work done.
- 9.3 Substandard Material/Work: In case any material/work is found substandard the same shall be rejected by the Engineer-in-Charge and the same shall be removed from the site of work within 48 hour, failing which the same shall be got removed by the Engineer-in-Charge at the risk and cost of the contractor without giving any further notice and time.

1. FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

(PART – I)

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no.
4. Estimated amount put tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:

	SE's letter no. and date	Extension granted	
		Months	Days
(a) 1st extension			
(b) 2nd extension			
(c) 3rd extension			
d) 4th extension			
(e) Total extension previously given.....			

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

Serial no	Nature of hindrance	Date of occurrence	Period for which it is likely to last	Period for which extension required for this particular hindrance	Overlapping period if any, with reference to item.	Net extension applied for	Remarks, if any
a	b	c	d	e	f	g	h

Total period on account of hindrances mentioned above..... Months Days

12. Extension of time required for extra work.
13. Details of extra work and the amount involved:
 - a. Total value of extra work
 - b. Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12

Submitted to the Sub Divisional Officer

Signature of contractor

Dated:.....

GUARANTEE BOND TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

The Agreement made this day of two thousand and between son of of (hereinafter called the Guarantor of the one part) and the PRESIDENT OF INDIA (hereinafter called Government of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated and made between the GUARANTOR of the one part and the Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for five years from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the Construction period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

(a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;

(b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;

(c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water-proof to the satisfaction of the Engineer-in-Charge at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S cost and risk. The decision of the Engineer- in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if GUARANTOR fails to execute the water proofing or commits breach thereunder then the GUARANTOR will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligorand by and for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of

1.

2.

Signed for and on behalf of THE PRESIDENT OF INDIA by in the presence of

1.

NO CLAIM CERTIFICATE

(On company letterhead)

To,

Superintending Engineer,
Project Cell, AIIMS, Raipur

Name of Work :

Agreement No. :

Sub: No claim declaration / certificate

We have received the sum of Rs. (Rupees only) in full and final settlement of all the payments due to us for the above stated work under the above mentioned contract agreement, between us and AIIMS, Raipur. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor

or Officer authorised to sign the contract documents

on behalf of the contractor

(Company stamp)

Date:

Place:

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 Condition of Contract : CPWD GCC-2023 (Maintenance work)
modified and amendment up to the
last dates of submission of tender.

Name of work : Supply and Installation of Different
Types of Fire Extinguishers at AIIMS
Raipur.

Estimated Cost of work : **₹ 4,21,20,175.00/-**

(i) Earnest money : **₹ 8,42,500.00**
(To be returned after receiving of
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 : **Superintending Engineer, AIIMS
Raipur on behalf of Executive
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(vi) Engineer-in-Charge : **Superintending Engineer, AIIMS
Raipur**

2(viii) Accepting Authority : **Superintending Engineer, AIIMS
Raipur (C.G)**

**2(x) Percentage on cost of materials and
labour to cover all overheads and profits** : **NA**

2(x)(b) Standard Schedule of Rates : **As per Market Rate**

2(xi) Department

: Engineering Department Project Cell, AIIMS Raipur.

9(ii) Standard CPWD contract Form

: GCC (Maintenance work) 2023 & CPWD Form 7/8 as modified & corrected up to last date of receipt of Bid/tender.

CLAUSE 1

(i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour Licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying Thereof from the date of issue of letter of acceptance

: 07 Days

(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period Provided in (i) above

: 03 Days

CLAUSE 2

Authority for fixing compensation under clause 2

: Superintending Engineer/ Executive Director, AIIMS

CLAUSE 2A

Applicable clause 2/ Clause 2A

: CLAUSE 2

CLAUSE 5

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

: 10 Days

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

Time allowed for execution of work – 06 months.

Authority to decide:

(i) Extension of time : Superintending Engineer , AIIMS Raipur (C.G.)

~~(ii) Rescheduling of mile stones : Superintending Engineer /Executive Director, AIIMS Raipur~~

(e) Shifting of date of start in case of delay in handing over of site

: Superintending Engineer /Executive 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	10 days
Part B	Portions with encumbrances	NA	NA
Part C	Portions dependent on work of other agencies	NA	NA

Clause 5

Applicable clause 5/ Clause 5A : **Clause 5**

Clause 6: Mode of Measurement : **CMB**

Computerised Measure Book (CMB)/ Electronic Measure Book (EMB)

CLAUSE 7

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

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

CLAUSE 7 A

Whether clause 7A shall be applicable : **YES**

CLAUSE 10A : **As required by Engineer-in-Charge**

CLAUSE 10B (II)

Whether Clause 10 B (ii) shall be applicable : **Not Applicable**

CLAUSE 10C

Component of labour expressed as percent of value of work : **Not Applicable**

CLAUSE 10CC**: Not Applicable****CLAUSE 11**

Specifications to be followed for execution of work : CPWD General Specifications for Part V (Wet Riser & Sprinkler Systems- 2020), Part VI (Fire Detection and Alarm System– 2018), Heating, and Ventilation & Air-Conditioning (HVAC) 2024, for Electrical Works, Part-I (Internal-2023), Part-II (External-2023), Part-IV (Sub Station- 2013), amended up to date and additional terms & conditions attached.

CLAUSE 12

Authority to decide deviation upto 1.5 times of tendered amount : **Superintending Engineer /Executive Director, AIIMS Raipur**

12.2

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work : No limit

CLAUSE 16

Competent Authority for deciding reduced rates. : Superintending Engineer/ Executive 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 (Superintending Engineer) to decide penalty for each default

CLAUSE 19 D... Engineer- in charge (Superintending Engineer) to decide penalty for each default

CLAUSE 19 G ... Engineer- in charge (Superintending Engineer) to decide penalty for each default

CLAUSE 19 K ... Not Applicable

CLAUSE 19 L ... Not Applicable

CLAUSE 25

(i) Conciliator: **TO BE DECIDED BY EXECUTIVE DIRECTOR, AIIMS Raipur**

(ii) Arbitrator Appointing Authority: **TO BE DECIDED BY EXECUTIVE DIRECTOR, AIIMS Raipur**

(f) Place of Arbitration: RAIPUR (C.G.) / BILASPUR (C.G.)

CLAUSE 32 : **Not Applicable**

CLAUSE 38 : **Not Applicable**

Schedule of Quantity

Sr. No.	Item Description	Unit	Qty
1	Supply & Installation of 135 Litre Capacity Mechanical Foam Type Fire Extinguisher, mounted vertically on a heavy-duty trolley with wheels, conforming to IS 14951, complete with all accessories having the following minimum technical specifications: Capacity: 135 Litres Type: Mechanical Foam Type Fire Extinguisher Mounting: Vertical type mounted on heavy-duty trolley with wheels for easy mobility Extinguishing Medium: Aqueous Film Forming Foam (AFFF) Applicable Standard: IS 14951 Body Material: Mild Steel, internally corrosion-resistant coated and externally painted with epoxy/polyester powder coating Working Pressure: As per IS 14951 Operating Mechanism: Stored pressure/cartridge-operated type with hose, nozzle, control valve and all standard fittings Minimum Discharge Range: 12 metres Hydraulic Test Pressure: As specified in IS 14951 Warranty: Minimum 1 year from the date of completion of installation of goods at consignee location..	Nos.	35
2	Supply & Installation of 22.5 kg Carbon Dioxide (CO₂) Gas Type Fire Extinguisher, wheel-mounted, conforming to IS 16018, complete with trolley, discharge hose, horn, and all standard accessories having the following minimum technical specifications: Capacity: 22.5 kg Type: Carbon Dioxide (CO₂) Gas Type Fire Extinguisher, Wheel Mounted Applicable Standard: IS 16018 Method of Discharge of Extinguishing Medium: Stored Pressure Type Extinguisher Propellant Used: Carbon Dioxide (CO₂) Service Pressure Classification: High Pressure Extinguisher Material of Construction: Welded Low Carbon Steel conforming to IS 16018 Extinguishing Agent: High-purity Carbon Dioxide (CO₂) Cylinder Construction: Welded steel cylinder with corrosion-resistant external finish as per IS 16018 Discharge Arrangement: Flexible high-pressure discharge hose with insulated discharge	Nos.	160

Sr. No.	Item Description	Unit	Qty
	horn/nozzle suitable for safe operation. Mounting: Heavy-duty wheel-mounted trolley with robust frame and wheels for easy transportation and operation Operating Valve: Quick-opening valve with safety pin and operating lever as per IS 16018 Hydraulic Test Pressure: As specified in IS 16018 Operating Temperature: As specified in IS 16018 Warranty: Minimum 1 year from the date of completion of installation of goods at consignee location.		
3	Supply & Installation of 9 kg Clean Agent Fire Extinguisher, stored pressure type, with stainless steel (SS) body, complete with wall mounting bracket and all standard accessories having the following minimum technical specifications: Capacity: 9 kg Type: Clean Agent Fire Extinguisher Method of Discharge of Extinguishing Medium: Stored Pressure Type Extinguishing Agent: Clean Agent HFC-227ea or equivalent environmentally acceptable clean extinguishing agent Material of Construction: Stainless Steel (SS 304 or higher grade) cylinder/body with corrosion-resistant finish Operating Pressure: As per applicable IS Standard Discharge Capacity: Minimum 95% by mass of the actual rated capacity of the extinguisher when operated under normal temperature conditions as specified in the applicable IS Standard Discharge Arrangement: Flexible discharge hose with discharge horn/nozzle suitable for efficient application of the clean agent Mounting Arrangement: Heavy-duty wall mounting bracket with all necessary fixing hardware Warranty: Minimum 1 year from the date of completion of installation of goods at consignee location.	Nos.	30
4	Supply & Installation of 9 kg ABC Dry Powder Type Fire Extinguisher, stored pressure type, conforming to IS 15683, complete with wall mounting bracket and all standard accessories, having the following minimum technical specifications: Capacity: 9 kg Type: ABC Dry Powder Fire Extinguisher Applicable Standard: IS 15683 Method of Discharge of Extinguishing Medium: Stored Pressure Type Extinguishing Agent: ABC Dry Chemical Powder	Nos.	60

Sr. No.	Item Description	Unit	Qty
	Material of Construction: Composite cylinder conforming to IS 15683 Discharge Capacity: Minimum 95% by mass of the actual rated capacity of the extinguisher when operated under normal temperature conditions as specified in IS 15683 Minimum Duration of Discharge: As specified in IS 15683 for 9 kg capacity Operating Pressure: As per IS 15683 Operating Temperature: As specified in IS 15683 Discharge Arrangement: Flexible discharge hose with squeeze-grip control valve and discharge nozzle Pressure Indicator: Pressure gauge indicating serviceable operating pressure Mounting Arrangement: Heavy-duty wall mounting bracket with all necessary fixing hardware Accessories: Complete with discharge hose, nozzle, pressure gauge, safety pin, tamper seal, wall mounting bracket and all standard accessories Warranty: Minimum 1 year from the date of completion of installation of goods at consignee location.		
5	Supply & Installation of 4.5 kg Carbon Dioxide (CO₂) Gas Type Fire Extinguisher, stored pressure type, conforming to IS 15683, complete with wall mounting bracket and all standard accessories, having the following minimum technical specifications: Capacity: 4.5 kg Type: Carbon Dioxide (CO₂) Gas Type Fire Extinguisher Applicable Standard: IS 15683 Method of Discharge of Extinguishing Medium: Stored Pressure Type Service Pressure Classification: High Pressure Extinguisher Material of Construction: Seamless/Welded Steel Cylinder conforming to the applicable IS standard Operating Pressure: As specified in the applicable IS Standard Discharge Capacity: Minimum 95% by mass of the actual rated capacity of the extinguisher when operated under normal temperature conditions as specified in the applicable IS Standard Minimum Duration of Discharge: As specified in the applicable IS Standard for 4.5 kg capacity Discharge Arrangement: Flexible high-pressure discharge hose with insulated discharge horn/nozzle suitable for safe use Operating Temperature: As specified in the applicable IS Standard Mounting Arrangement: Heavy-duty wall mounting bracket with all necessary fixing hardware Accessories: Complete with high-pressure discharge hose, insulated discharge horn, wall mounting bracket, safety pin	Nos.	325

Sr. No.	Item Description	Unit	Qty
	and all standard accessories Warranty: Minimum 1 year from the date of completion of installation of goods at consignee location.		
6	Supply & Installation of 50 kg ABC Dry Powder Type Fire Extinguisher, wheel-mounted, conforming to IS 16018 , complete with trolley, discharge hose, nozzle, and all standard accessories, having the following minimum technical specifications: Capacity: 50 kg Type: ABC Dry Powder Fire Extinguisher, Wheel Mounted Applicable Standard: IS 16018 Method of Discharge of Extinguishing Medium: Stored Pressure Type / Cartridge-Operated Type Service Pressure Classification: High Pressure Extinguisher Extinguishing Medium: ABC Dry Chemical Powder Material of Construction: Welded Low Carbon Steel cylinder conforming to IS 16018 Cylinder Finish: Corrosion-resistant internal coating with epoxy/polyester powder-coated external finish Discharge Capacity: Minimum 90% by mass of the actual rated capacity of the extinguisher when operated under normal temperature conditions as specified in IS 16018 Minimum Duration of Discharge: As specified in IS 16018 for 50 kg wheel-mounted ABC extinguishers Operating Pressure: As specified in IS 16018 Operating Temperature: As specified in IS 16018 Mounting Arrangement: Heavy-duty wheel-mounted trolley with robust steel frame and wheels for easy transportation and operation Accessories: Complete with discharge hose, nozzle, trolley assembly, pressure gauge (where applicable), safety pin and all standard accessories Warranty: Minimum 1 year from the date of completion of installation of goods at consignee location.	Nos.	2
7	Supply & Installation of 10 kg Dry Powder Type Fire Extinguisher for Metal Fire, conforming to IS 11833, complete with wall mounting bracket and all accessories having the following minimum technical specifications: Capacity: 10 kg Type: Dry Powder Type Fire Extinguisher for Metal Fire Applicable Standard: IS 11833 Extinguishing Agent: Special Dry Powder suitable for combustible metal fires	Nos.	30

Sr. No.	Item Description	Unit	Qty
	Construction: Seamless/Welded Mild Steel cylinder with corrosion-resistant internal coating and epoxy/polyester powder-coated external finish Pressurization: Stored pressure/cartridge-operated type as per IS 11833 Duration of Discharge: 20 to 30 seconds for 10 kg capacity Operating Temperature: As specified in IS 11833 Hydraulic Test Pressure: As per IS 11833 Mounting Arrangement: Heavy-duty wall mounting bracket with all necessary fixing hardware Warranty: Minimum 1 year from the date of completion of installation of goods at consignee location.		