



## ALL INDIA INSTITUTE OF MEDICAL SCIENCES

(An Autonomous body under MoHFW, Govt. of India)

### TENDER ENQUIRY DOCUMENT

Advertised Tender Enquiry No.:	<b><u>08/EE/AIIMS/Deo/2025-26</u></b>
Brief Description of Goods:	<b>Rate contract of maintenance work at AIIMS Deoghar.</b>

#### Critical Date sheet :

S.No	Particulars	Date & Time
(i)	Published Date	11.07.2025 (15:00 Hrs.)
(ii)	Bid Document Download / Sale Start Date	11.07.2025 (15:00 Hrs.)
(iii)	Bid Submission Start Date	11.07.2025 (15:00 Hrs.)
(iv)	Pre-Bid meeting date	24.07.2025 (11:00 Hrs.)
(v)	Bid Submission End Date	07.08.2025 (15:00 Hrs.)
(vi)	Bid Opening Date	08.08.2025 (15:00 Hrs.)
(vii)	Price Bid Opening Date & Time Cover-II	Date & time to be intimated later

## **NOTICE INVITING TENDERS**

**(08/EE/AIIMS/Deo/2025-26)**



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, DEOGHAR - 814152**

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

### **TWO-BID System e –TENDER**

On behalf of Executive Director, All India Institute of Medical Sciences, Deoghar (AIIMS Deoghar), invites electronic online bids ( e-Tender) through website of AIIMS, Deoghar [www.aiimsdeoghar.edu.in](http://www.aiimsdeoghar.edu.in) (for ref. only) and CPPP website <https://eprocure.gov.in/eprocure/app> under Two Bid system (Part I :Techno commercial bid & Part II: Price Bid or BOQ) from reputed, experienced and financially sound Manufacturer/Direct Importers for “**Rate Contract for Maintenance Work at AIIMS Deoghar**”. Manual bids shall not be accepted.

AIIMS, Deoghar request bidders to quote online with tender documents uploaded & submit the offer on our e-portal <https://eprocure.gov.in/eprocure/app>.

Upload of Tender: Tenderers are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of requisite documents to substantiate the claim towards their credentials while the tender shall be submitted online in soft copy on our e-tendering portal.

All interested bidders have to submit techno commercial bid (Part I) & Price Bid (BOQ) (Part II) strictly in the tender format available online on e-portal. No other form of bid shall be accepted. Bids shall be digitally signed and uploaded by legally authorized and competent person on behalf of his firm / company and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

Earnest Money Deposit has to be submitted as per NIT /Tender instructions before the due date and time of tender techno commercial bid opening, failing which the bid shall be liable for rejection.

Superintending Engineer  
AIIMS Deoghar

For & on behalf of  
Executive Director,  
AIIMS Deoghar

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## ALL INDIA INSTITUTE OF MEDICAL SCIENCES

DEOGHAR-814152

(An Autonomous body under MoHFW, Govt. of India)

No. **08/EE/AIIMS/Deo/2025-26**

Dated- 10/07/2025

### Instructions for Online Bid Submission

	<p>The Executive Director, AIIMS Deoghar, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Authorized Dealers online through E-procurement solution portal of <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> on mutually agreed terms and conditions and satisfactory performance for the <b>Rate contract for Maintenance Work at AIIMS Deoghar</b>. And supply of items as per the Specifications.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p>
1.0	<b>REGISTRATION</b>
1.1	Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge
1.2	As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
1.3	Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
1.4	Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile
1.5	Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse
1.6	Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token
2.0	<b>SEARCHING FOR TENDER DOCUMENTS</b>
2.1	There are various search options in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal
2.2	Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through



	SMS / e- mail in case there is any corrigendum issued to the tender document.
2.3	The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk
3.0	<b>PREPARATION OF BIDS</b>
3.1	Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3.2	Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with black and white option which helps in reducing size of the scanned document
3.3	To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process
4.0	<b>CORRIGENDUM</b>
4.1	Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter
4.2	Corrigendum will be notified through <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and website of AIIMS Deoghar.
5.0	<b>SUBMISSION OF BIDS</b>
5.1	Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
5.2	The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document
5.3	Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument
5.4	Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected
5.5	The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

5.6	All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology
5.7	Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys
5.8	The uploaded tender documents become readable only after the tender opening by the authorized bid openers
5.9	Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details
5.10	The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings
6.0	<b>ASSISTANCE TO BIDDERS</b>
6.1	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.
6.2	Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk
7.0	<b>Guidelines for submission of bid</b>
	<b>A. Technical Bid:</b> The following documents are to be uploaded using DSC by the bidder along with Technical Bid as per the tender document:
	i. Signed and scanned copy of proof for payment of Earnest Money Deposit (EMD) has to be submitted by the agency, no exemption will be done. EMD of Rs 50,000.
	ii. Signed and scanned copy of PAN
	iii. Signed and scanned copy of GST registration certificate, with up to date clearance certificate
	iv. Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation
	v. Signed and Scanned copy of Tender Acceptance letter “Annexure-I”
	vi. Signed and scanned copy of proof of Status of Bidder: Bidder should have registration with Govt. / Semi Govt. organization like railways, CPWD, BRO, MES, State PWD whose jurisdiction defined to work in Jharkhand state in appropriate class are eligible to participate in tender and having experience in similar work for individual item.
	vii. Signed and scanned copy of satisfactorily completed the similar works during the last Five (5) years prior to the last stipulated date for submission of the bid as per “Form D” (with supporting documents). Relevant Document to be Submitted for Each Similar work. A Similar work shall mean, works, completed in India for items mentioned in tender.
	viii. Signed and scanned copy of Power of Attorney as per “Annexure – II” in favour of person
	ix. Signed and Scanned Copy of affidavit duly certified by the notary at the location of the

	Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc
	x. Signed and Scanned Copy of Integrity Pact as per Format attached in tender documents
	xi. Signed and scanned copy of Statements of turnover per year for last three years duly certified by the Chartered Accountants with UDIN no. (Minimum Average Annual Turnover must be at least Rs 25 Lakh As per "form B"(with supporting documents).
	xii. Signed and Scanned copy of Banker's Certificate, issued by a Scheduled Bank. The certificate should have been issued within 6 month from original last date of submission of tender as per " Form C" Rs 10 Lakh
	xiii. Submit a notarized affidavit & duly signed copy for NIT on Indian Non- Judicial stamp paper of Rs. 100/-
	Note-
	<ul style="list-style-type: none"> <li>Applications from Joint ventures or consortium of companies will not be accepted or considered for participation</li> </ul>
	<ul style="list-style-type: none"> <li>Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.</li> </ul>
	<p><b>B. Price Bid / Financial Bid:</b></p> <p>Schedule of price bid in the form of BOQ_XXXX.xls a. The Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Deoghar.</p> <p>Bidders have to quote in percentage below or above the DSR Rates.</p>
8.0	The work shall be executed as per DSR 2023 rates i/c latest cost index (Civil, Electrical, Mechanical & horticulture) and non-schedule items rate shall be derived from prevailing market rate and the decision of Director shall be final and binding. GST, turnover tax, income tax, Labour Cess, etc. as applicable shall be paid by the Contractor himself and the AIIMS will not entertain any claim whatsoever in this respect. The bidder shall quote his rates considering all such Taxes. The AIIMS shall deduct from the running bills and final bill, the TDS, & Labour Cess as applicable. However, in respect of GST, same shall be paid by the Contractor to the concerned department.
8.1	It will be obligatory on part of the Bidder to tender for all the component parts. The Institute reserves right to accept tender in full or in part. The Institute does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the Bidders shall be summarily rejected
8.2	The tenderers are advised to visit the site before attending the Pre-bid conference, if any, for greater clarity on the existing building structures and space available for execution of the work.
8.3	<b>The Institute Campus is targeted for 3/4 Star from GRIHA / LEED rating.</b> In order to secure this rating, a high degree of responsibility and cooperation is necessary from the contractor. All materials and systems used in the project are intended to maximize energy efficiency for operation of Project

	throughout service life (substantial completion to ultimate disposition – reuse, recycling, or demolition) with an emphasis on top quality. Materials and systems are to maximize environmentally-benign construction techniques, including construction waste recycle, reusable delivery packaging, and reusability of selected materials. All vendors / contractors must adhere to best practices related to Green Buildings, and rates quoted take this into account. Nothing extra on this account shall be payable
8.4	It is mandatory to sign the Integrity Pact by the Bidder failing which the Tenderer will stand disqualified from the tendering process and such Application would be summarily rejected
9.0	The tender document consisting of plans, specifications, schedule of quantities of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be obtained from the office of SE/All India Institute of Medical Sciences, Deoghar. During the office hours on all working days except on, Sunday & Public holidays and also can be downloaded free of cost from website <a href="https://www.AIIMSdeoghar.edu.in">https://www.AIIMSdeoghar.edu.in</a> & <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a>
10.0	Bidders are advised to keep visiting the above-mentioned web-sites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the Bidder of his liabilities to submit the tender complete in all respect including updates thereof, if any
11.0	In case the lowest tendered amount (worked out on the basis of quoted rate of individual items) of two or more Bidders is the same, then such lowest Bidders may be asked to submit sealed revised offer quoting rate of each item of schedule of quantity for all sub sections/ sub heads as the case may be, but the revised quotes rate of each item of schedule of quantity for all sub sections / sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.
11.1	If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more Bidders received in revised offer is again found to be equal, then the lowest tender among such Bidders shall be decided by a draw of lots in the presence of lowest Bidders who have quoted equal amount of their tenders
11.2	In case any of such lowest Bidders in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated as invalid. Such case of revised offer of the lowest firm/contractor or case of refusal to submit revised offer by the lowest Bidder shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.
11.3	In case all the lowest Bidders those who have tendered amount (as a result of their quoted rates of individual items), refuses to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest Bidder.
12.0	<b>BID VALIDITY:</b> The tender for the works shall remain open for acceptance for a period of <b>One Hundred Eighty (180) days</b> from the date of opening of Eligibility Documents. In case the Tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the Tenderer shall not be allowed to participate in the re-tendering process of the work

13.0	Bidder, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate (s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the re-tendering process of the work.
14.0	The tender inviting Authority shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
15.0	<b>Pre-Bid Meet:</b> The pre bid meeting would be held on <b>24/07/2025, 11:00 AM</b> at Fire Station, AIIMS Deoghar, Jharkhand-814152. All firm's representative who are attending the pre bid meeting, shall produce ID & authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letterhead before the date of pre bid. <b>Bidders are advised to visit the site &amp; assess the site conditions before participating in TE. Queries raised after pre bid meet will not be entertained.</b>
15.1	Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
15.2	After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the AIIMS Deoghar portal within seven days from the Pre-bid conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document.
16.0	<b>Performance Guarantee / Security Deposit:</b> The Successful Tenderer shall be required to submit a Performance Guarantee of 5% (Five Percent) of the agreement amount within 15 days of issue of letter of intent. This guarantee shall be in the form of Fixed Deposit Receipts or Bank Guarantee from any Scheduled Bank or the State Bank of India in accordance with the prescribed form. This period can be further extended by Engineer-in-Charge/Institute up to a maximum period of 7 days on the written request of the contractor, <b>however late fee will be charged @ 0.1% per day</b>
16.1	The Tenderer whose tender is accepted (Successful Tenderer/Bidder or Contractor) will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 5.0% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the Contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit
16.2	The Security amount will also be accepted as Fixed Deposit Receipt or Bank Guarantee of a Scheduled Bank or State Bank of India provided confirmatory advice is enclosed
17.0	On acceptance of the tender, the name of the accredited representative(s) of the selected Contractor who would be responsible for taking instructions from the EE or his authorised representative, AIIMS Deoghar shall be communicated in writing to the AIIMS DEOGHAR. The selected Contractor shall give a list of employees related to him to the Institute
17.1	The Selected Contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Accepting Authority may in his discretion, without prejudice to any other right or remedy available in law, cancel the Contract. The Selected Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act

17.2	Agreement shall be drawn with the successful bidder as per the format forming part of the Tender Documents. This Notice Inviting Tender shall form a part of the contract document. The successful bidder / tenderer, on acceptance of his bid by the Accepting Authority shall within 15 days from the letter of acceptance, sign the agreement.
17.3	The Notice Inviting Tender, all the documents including special conditions, additional conditions, particular specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
18.0	<b>Conflict of Interest</b>
	Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in as mentioned at Cl. 18.8 herein. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:
18.1	directly or indirectly controls, is controlled by or is under common control with another Bidder; or
18.2	receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
18.3	has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorise only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
18.4	Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
18.5	participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid.
18.6	would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc)of this Tender process; or
18.7	has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

18.8	<p><b>Declaration by the bidder for Conflict of Interest:</b></p> <p>We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.</p>				
19.0	<p><b>Make in India Order</b></p>				
19.1	<p>Orders issued by the Government of India regarding eligibility to participate and for purchase preference to “Local Suppliers” to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement. To get the benefit of Make in India order, bidder must submit declaration as mentioned in Cl. 19.2 herein:</p>				
19.2	<p><b>Make in India Status:</b></p> <p>Having read and understood the Public Procurement (Preference to Make in India PPP- MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:</p> <p><b>a) Self-Certification for the category of suppliers:</b>        (Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers).Details of local content and location(s) at which value addition is made are as follows:</p> <table border="1"> <tr> <td>Local Content and %age</td> <td></td> </tr> <tr> <td>Location(s) of value addition</td> <td></td> </tr> </table> <p>Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):</p> <p><input type="checkbox"/> Class-I Local Supplier/  <input type="checkbox"/> Class-II Local Supplier/  <input type="checkbox"/> Non-Local Supplier.</p> <p>We also declare that.</p> <p><input type="checkbox"/> There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or  <input type="checkbox"/> We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.</p>	Local Content and %age		Location(s) of value addition	
Local Content and %age					
Location(s) of value addition					



## Section 1:

### INFORMATION & INSTRUCTIONS TO BIDDERS

Item wise rate tender is invited on behalf of Executive Director, All India Institute of Medical Sciences Deoghar from experienced, Specialized Firms and Eligible contractor of reputed in single stage two bid systems **Rate contract for Maintenance Work at AIIMS Deoghar:**

#### Note-

1. The Bidder has to provide the relevant document for each Similar work along with the list of items for which he has bided in this Tender.
2. The Bid is Item-Wise bid, there will be separate L1 for each Item. The Bidder has to provide the list of items along with their Serial No. for which he has bided in this Tender.

Sl. No.	Name of work & Location	Bidder Participation Yes/ No
1	<b>Rate contract for grass cutting:</b>  a. Clearing Grass: Clearing grass and removal of the rubbish up to a distance of 50 m outside the periphery of the area cleared with the instructions of the engineering in-charge  b. Uprooting of rank vegetation, grass, brush wood, trees and saplings: Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared  (all incl. i.e. machine, manpower & consumables)	
2	<b>Rate contract for cleaning of sewer lines &amp; chamber:</b>  a. Cleaning of choked sewer line by diesel running vehicle mounting hydraulic operated high-pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 litres suction capacity and 6000 litres water jetting tank capacity including skilled operator, supervising engineer etc. for cleaning and partial desilting of manholes and de chocking of sewer lines.  b. Cleaning and desilting of gully trap chamber, including removal of rubbish mixed with earth etc. and disposal of same, all as per the direction of Engineer-in-charge  (all incl. i.e. machine, manpower & consumables)	
3	<b>Rate contract for interior painting:</b> Distempering with 1 <sup>st</sup> quality acrylic distemper (ready mixed) having VOC content less than 50 gram/litre, of approved manufacturer and of required shade and colour all complete to achieve even shade and colour  New work (two or more coats) over and including water thinnable priming coat with cement primer having VOC content less than 50 gram/litre  (all incl. i.e. manpower & consumables).	
4	<b>Rate contract for Painting on G.S. sheet:</b> Painting on G.S. sheet with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade.	



	New work (two or more coats) including a coat of approved steel primer but excluding a coat of mordant solution (all incl. i.e. manpower & consumables)	
5	<b>Rate contract for Painting on Mild steel (viz. gate, railing, angles, grills):</b> Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade. Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture (all incl. i.e. manpower & consumables).	
6	<b>Rate contract for Polishing on Door:</b> Polishing on wood work with ready mixed wax polish of approved brand and manufacture (all incl. i.e. manpower & consumables)	
7	<b>Rate contract for Hiring of JCB (all incl. i.e. manpower &amp; consumables)</b>	

1. Period of completion: As per sub work order under rate contract
  2. Last date & time of submission of Eligibility Documents & Financial bids
  3. Period during which EMD and Eligibility documents shall be submitted online
  4. Time and date Time and date of opening of eligibility documents
- } As per CPP portal

	<b>SECTION II - INFORMATION &amp; GENERAL INSTRUCTIONS TO BIDDERS</b>
1.0	General
1.1	Information and Instruction for Contractors for tendering forming part of NIT and to be posted on website.
1.2	Information and instruction for Contractor will form part of NIT
1.3	Late offers will not be accepted
1.4	The bidders are requested to visit site and get familiarized with local condition before submission of tenders
1.5	Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Competent Authority i.e. Executive Director AIIMS Deoghar
1.6	The bidder should be registered contracting firms under companies Act 1956, if applicable.
1.7	Bidders/contracting firms should have completed only in their own name & style, similar work
1.8	All scaffolding shall be arranged by the agency/bidder itself. The bidders should quote their rates keeping in mind that cantering shuttering, scaffolding, ladder & staging shall be arranged by the bidder itself. An undertaking needs to furnish by the contractor by that the firm/companies is having sufficient steel plate shuttering of slabs beams, columns and steel scaffoldings
1.9	The bidder will take all the precaution not to damage any part of the building. Anyhow if damage is done, the same shall be restored to its original shape & size by the executing agency at his own cost. Quoted rates deemed to be inclusive of all taxes including GST.
1.10	<b>L1 shall be decided on lowest rates mentioned in price bid.</b> The Bid is Item-Wise bid, there will be separate L1 for each Item. The Bidder has to provide the list of items along with their Serial No. for which he has bided in this Tender.
1.11	Letter of transmittal and forms for qualification are given in Section III
1.12	All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet. Reference to the same should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'Nil' or 'No such case' entry should be made in that column. If any particulars/query is not applicable in case of the Bidder, it should be stated as 'not applicable'. The Bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the Bidder being summarily disqualified. Submissions made by telegram, fax, email or telex and those received late will not be entertained.
1.13	The Application should be type written/downloaded.  <b>The Application along with required documents should be uploaded in Original</b> and each page should be serially numbered. All the pages should be duly signed in ink on each page & official seal stamped and should be uploaded online super scribing with "Tender documents <b>Rate contract for Maintenance Work at AIIMS Deoghar</b> "
1.16	Documents submitted in connection with this tender will be treated confidential and will not be returned.
1.17	Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialling, dating and rewriting.
1.18	References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the Bidder should be signed by an officer not below the rank of Executive Engineer or equivalent
1.19	The Bidder is advised to attach any additional information which he thinks is necessary in regard to his capabilities to establish that the Bidder is capable to successfully complete the envisaged work. He

	is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Tender Application, unless it is called for by the Institute.
1.20	The credentials submitted in respect of Tender Application shall be verified before award of work. Any information furnished by the Bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from any work awarded and from tendering/taking up of any other work in the Institute. If such Bidder happens to be an enlisted contractor of any Govt. organization, his name shall also be recommended for removal from the approved list of contractors
1.21	Agency / firm intended to tender may visit of the Superintending Engineer regarding any query in respect of the drawings, sites etc. in any working day before last date of submission of tender
1.22	EMD has to be submitted by the bidder of Rs 50,000/ in the form of FDR.
2.0	<b>Definitions</b> In this document the following words and expressions have the meaning hereby assigned to them.
2.1	<b>Institute:</b> means AIIMS Deoghar, acting through Executive Director, AIIMS Deoghar
2.2	<b>Bidder:</b> means a legal entity in the form of a proprietary firm, firm in partnership, limited company (private or public) or corporation acting through its authorized signatory. Wherever the generic expression 'he' is used to refer to a Bidder, it will refer to any bidder irrespective of gender
2.3	"Year" means "Financial Year" unless stated otherwise
3.0	<b>Method of Application</b>
3.1	If the Bidder is a Proprietary Firm, the application shall be signed by the proprietor, with his full typewritten name, and full name of his Firm with its current address
3.2	If the Bidder is a Firm in partnership, the application shall be signed by all the partners of the firm with their full type written names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney shall accompany the Application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the Application
3.3	If the Bidder is a Limited Company or a Corporation, the application shall be signed by a duly authorized person holding power of attorney duly registered for signing the application. In such a case, a certified copy of the power of attorney shall accompany the application. The Bidder should also furnish a copy of the Certificate of Incorporation
4.0	<b>Final decision-making authority:</b> The Institute reserves the right to accept or reject any Tender and to annul the process and reject all tenders at any time, without assigning any reason or incurring any liability to the Bidders unless such action is warranted by actions of any bidder(s).
5.0	<b>Particulars provisional:</b> The particulars of the work given in Tender Documents are provisional. They are liable to change and must be considered only as information to assist the Bidder to tender for proposed work
6.0	<b>Site visit:</b> The site for the work is available. The Bidders are advised to visit the site of work and its surrounding and obtain for himself on his own responsibility, all information that may be necessary for preparing the Tender. The cost of visiting the site shall be at the Bidder's own expense

	<b>SECTION III</b>
7.0	<b><u>Minimum Eligibility Criteria</u></b>
7.1	The interested bidder should meet the following minimum qualifying criteria.
a	<b>Bidder should have company registration in Jharkhand state in appropriate class are eligible to participate in tender and having experience in similar work.</b>
b	The bidder should have satisfactorily completed the works as mentioned below during the last five (5) years prior to the last stipulated date for submission of the bid.
i	<b>At least three similar or completed works each of value not less than ₹ 2 lakh.</b>
	OR
ii	<b>At least two similar completed works each of values not less than ₹ 4 Lakh</b>
	OR
iii	<b>At least one similar completed works of values not less than ₹ 6 Lakh.</b>
c	<b>All similar work should have been completed in Ministries/ Department/ Autonomous/ Bodies/ public Sector Undertaking under Government of India or state Govt. The Bidder has to provide the Relevant Document for Each Similar work along with the list of items for which he has bided in this Tender.</b>
	<b>A Similar work shall mean, works, completed in India for items mentioned in tender.</b>
7.2	Components of works executed other than those include in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of Applications
7.3	The Bidder must submit an undertaking that the bidder is not in default of payment of Statutory dues (other than disputed dues being contested by the Bidder) and that up-to-date tax returns have been filed along with the payment of due taxes, and submit copies of such returns submitted to the IT Department/Department of Trade and Taxes
7.4	Bidder should not have been blacklisted by any State/Central Government Department/Autonomous Bodies or PSU. The bidder must submit a duly notarized affidavit to this effect
7.5	The Bidder should have own machinery & equipment required for the proper and timely execution of the work.
7.6	The Bidder should have on his pay roll sufficient number of Technical and Administrative employees for the proper execution of the contract. The Bidder should submit a list of these employees clearly stating how they would be involved in this work
7.7	The bidder shall submit the supporting documents such as: List of full-time technical staff (clearly mentioning regular/contract staff) proposed to be deployed for the work with name, qualification and experience, each along with complete CV, not exceeding 2 pages. Attested copies of Degree/Diploma and experience certificate
7.8	The Bidder's performance for each work completed in the last Five years and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent.
7.9	The Bidder needs to make disclosure of any liquidated damages or penalties imposed on it by the clients towards delay in completion of project or for not meeting the contractual specifications, including issues relating to defects, workmanship and warranty obligations.
7.10	The Bidder will be required to give an undertaking that it would comply with all statutory laws and compliances, including those applicable to the sub-contractors appointed by him and indemnify the Institute of all implications and consequences resulting from any non-compliances due to any reasons whatsoever.

7.11	Signed and scanned copy of PAN.
7.12	Signed and scanned copy of GST registration certificate, with up-to-date clearance certificate.
7.13	Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation.
7.14	Signed and scanned copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants with UDIN no. (Minimum Average Annual Turnover must be at least Rs 25 Lakh As per “form B” (with supporting documents)).
7.15	Signed and Scanned copy of Banker’s Certificate, issued by a Scheduled Bank. The certificate should have been issued within 6 month form original last date of submission of tender as per “ Form C” Rs 10 Lakh.
7.16	Signed and scanned copy of Audit report and ITR of the last five years ending 31st March 2025 duly certified by the Chartered Accountant, company should be financially sound and have suffered no loss till 31/03/2025.
8.0	<b><u>Evaluation Criteria for Qualification</u></b>
8.1	For the purpose of qualification, the details submitted by the Bidders will be evaluated in the following manner:
8.1.1	The criteria prescribed in para 7.1 to 7.16 above in respect of experience of similar class of works completed, solvency and financial turn over etc. will first be scrutinized and the Bidder’s eligibility for the work to be determined
8.1.2	The Bidders qualifying the criteria as set out in para 7.1 to 7.16 above will be shortlisted for opening of Financial Bids The Institute, however, reserves the right to modify the criteria or to restrict the list of such qualified Bidders to any number deemed suitable by it. The Institute also reserves the right to appoint a committee or any consultants to complete any part of the selection process.
8.2	Even if a Bidder satisfies the above requirements, he may be liable to disqualification if he has:
	<ul style="list-style-type: none"> <li>a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document</li> <li>b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.</li> <li>c. If confidential inquiry reveals facts contrary to the information provided by the Bidder.</li> <li>d. If confidential inquiry reveals unsatisfactory performance in any of the selection criteria</li> <li>e. If inspection of works in progress or completed by the Bidder are not found satisfactory by the Institute</li> </ul>
9.0	<b><u>Financial Information:</u></b> Bidder should furnish the following financial information.  Annual financial statement for the last five (5) years in (Form ‘B’- P- 23 & 24). This should be supported by audited balance sheets and profit and loss accounts duly certified by the statutory auditor and copies of Income Tax Return filed with Income Tax Department.  Solvency certificate issued by a Scheduled Bank after date of issue of these Tender documents, in (Form ‘C’- P-25) Name and address of the bankers, identification of individuals familiar with the Bidder’s financial standing and a banker’s statement on availability of credit
10.0	<b><u>Experience in works highlighting experience in similar works:</u></b>
10.1	Bidder should furnish the following: List of all works of similar nature successfully completed during the last five years in (Form ‘D’- P- 26). List of the projects under execution or awarded in (Form ‘E’- P- 27).

10.2	Particulars of completed works and performance of the Bidder duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress. (Form 'F'- P- 28).
11.0	Organization Information: Bidder is required to submit the information in respect of his organization in Form 'A' & 'G'
12.0	Letter of Transmittal: The Bidder should submit the letter of transmittal attached with the document at P- 17 & 18
13.0	Financial Bids: After evaluation of Eligibility Documents, a list of the qualified Bidders will be prepared. Financial Bids of the qualified Bidders will be opened on a later date. Date for Financial Bid's opening will be informed separately to the qualified Bidders
14.0	Miscellaneous
14.1	The Institute reserves the right, without being liable for any damages or obligation to inform the Bidders, to reject any or all the Tenders without assigning any reason.
14.2	Any effort on the part of the Bidder or his agent to influence or pressurize the Institute would result in rejection of his Tender. Canvassing of any kind is prohibited
14.3	Work shall be executed according to General Conditions of Contract forming part of the Tender Documents. The Institute reserves the right to modify any of the conditions, to its specific requirements
14.4	The Bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Deoghar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding process
14.5	The Institute, in its sole discretion and without incurring any obligations or liability, reserves the right, at any time, to; Suspend and/or cancel the Tender process and/or amend and/or supplement the Tender process or modify the dates or other terms and conditions relating thereto;
	Consult any Bidder in order to receive clarification or further information;
	Qualify or not to qualify any Bidder and/or to consult any Bidder in order to receive clarification or further information;
	Retain any information and/or evidence submitted to the Institute by, on behalf of, and/or in relation to any Bidder; and/or;
	Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;
	Call for information from previous clients and evaluate the previous completed Projects regarding all submissions including litigations;
	Undertake physical verification of completed projects and interact with clients;
	Call for information from taxation authority or by financial auditor, banker, and chartered accountant Engaged by the Bidder.

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

FORMS FOR QUALIFICATION



## LETTER OF TRANSMITTAL

From:

(Full Address of Bidder)

To,

Executive Director

All India Institute of Medical Sciences, Deoghar

**Subject:**

**Rate contract for Maintenance Work at AIIMS Deoghar**

Sir,

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

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

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

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

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

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

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

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

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

Following documents are submitted herewith Document Checklist

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

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

Form 'C' – Banker's Certificate

Form 'D' – Details of similar works completed (with supporting documents) Form 'E' – Details of similar works in hand (with supporting documents)

Form 'F' - Performance reports of works

Form 'G' – Details of Technical & Administrative Personnel Affidavit

Pledge of Compliance

Integrity Pact and Integrity Agreement RTGS/NEFT towards Earnest Money Deposit. Tender Acceptance letter

Seal of Bidder:

Date of Submission:

Signature of Bidder

## CHECK LIST FOR TERMS AND CONDITIONS

### A. Checklist of documents to be submitted online:

S.No.	Terms & Conditions as per bidding document	Yes/ No	Page no
1	Signed and scanned copy of proof for payment of Earnest Money Deposit (EMD).		
2	Signed and scanned copy of PAN.		
3	Signed and scanned copy of GST registration certificate, with up-to-date clearance certificate.		
4	Signed and scanned copy of Letter of Transmittal as per format attached in tender document		
5	Signed and scanned copy of structure organization of bidder as per "form A"		
6	Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation.		
7	Signed and scanned copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants with UDIN no. (Minimum Average Annual Turnover must be at least Rs 25 Lakh As per "form B" (with supporting documents).		
8	Signed and Scanned copy of Tender Acceptance letter "Annexure-I"		
9	Signed and Scanned copy of Banker's Certificate, issued by a Scheduled Bank. The certificate should have been issued within 6 months from original last date of submission of tender as per "Form C" Rs 10 Lakh.		
10	Signed and scanned copy of proof of Status of Bidder: Bidder should have registration with Jharkhand state Govt/ central Govt. / Semi Govt. organization like railways, State PWD of Jharkhand, CPWD, BRO, MES etc. in appropriate class and agency having experience in carrying out similar works.		
11	Signed and scanned copy of satisfactorily completed the similar works during the last five (5) years prior to the last stipulated date for submission of the bid as per "Form D" (with supporting documents).		
12	Signed and scanned copy of Power of Attorney as per "Annexure – II" in favour of person.		
13	Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Participating body corporate/ firm /Agencies that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder i.e participating body corporate or against sole proprietor of a sole proprietorship firm or partner of a unregistered partnership firm.		
14	Signed and scanned copy of Audit report and ITR of the last five years ending 31st March 2025 duly certified by the Chartered Accountant, company should be financially sound and have suffered no loss till 31/03/2025.		
15	Signed and Scanned Copy of Integrity Pact as per Format attached in tender documents.		
16	Signed and Scanned Copy of Technical & Administrative Personnel as per "Form G"		

17	Please submit a notarized affidavit for NIT (Signed Copy) on Indian Non- Judicial stamp paper of Rs. 100/- as per (Annexure – K)		
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**B.** Checklist of documents to be submitted online:

**Price Bid /Financial Bid:**

I	BOQ.xls	
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**Note- The Bid is Item-Wise bid, there will be separate L1 for each Item. The Bidder has to provide the list of items along with their Serial No. for which he has bided in this Tender.**

**FORM – A**

1	Name & complete address of the bidder	
2	Telephone no. /Telex no/Fax no.	
3	Legal status of the bidder (attach certified copies of original document defining the legal status)	(a) A proprietary firm (b) A firm in partnership (c) A limited company or Corporation
4	Details of incorporation/ commencement of business	
5	Date of commencement of business	
6	Income Tax Permanent Account No (PAN)	
7	Particulars of registration with various Government Bodies for Interior works (submit proof, duly attested by bidder)	
8	Name & designation of Directors & partners	
9	Name and designation of Authorized signatory authorized act for the Organization.	
10	Was the Bidder ever required to suspend work for a period of more than six months continuously, After the commenced the work? If so, give the name of the project and reasons of Suspension of work	
11	Has the Bidder, or any constituent partner in case of partnership firm, ever abandoned the Awarded work before its completion? If so, give name of the project and reasons for abandonment.	
12	Has the Bidder, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details.	
13	Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? if so, give details.	
14	Any other information considered necessary related to the Tender that has not been included above.	

15	Name and address particulars of Chartered Accountant/Statutory Auditor verifying the financial information.	
16	Name and Complete Address particulars of the Bidder's Bankers	

Date:

Signature of the Bidder/

Authorized Signatory

Seal of Bidder

FORM 'B'

FINANCIAL INFORMATION

Name of the Bidder .....

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

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

Sl No	Particulars	Financial Year ( Fig. in Rs. Lakhs)
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		2022-23	2023-24	2024-25	Average annual turnover
	Mention whether records are audited	Yes/ No	Yes/ No	Yes/ No	
1	Gross Annual turnover on.				
2.	Profit (+)/ Loss (-)				
	Financial Position				
	Cash				
	Current Assets				
	Current Liabilities				
	Working capital (b-c)				
	Newt worth				
4.	Whether Audited	Yes/ No.			

II. Income Tax return for the last five years (to be attached)

Solvency certificate from bankers of bidder in the prescribed form 'C' issued after date of issue of these tender documents. (To be enclosed in a separate sealed envelope)

Date

Signature of bidder/

Authorised Signatory

Seal of bidder

## FORM 'C'

### FORM OF BANKER'S SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

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

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

SIGNATURE

FOR BANK

#### NOTE:

This certificate should have been issued on or after 30.01.2025

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

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

# FORM 'D'

**DETAILS OF ALL ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST FIVE YEARS ENDING ON 30.01.2025**

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

**Note: Please attach attested copies of relevant Document/PO/Complete**

\* including gross amount claimed and amount awarded by the

Date:

Signature of the  
Bidder/ Authorised

Seal of



## FORM 'E'

### PROJECTS UNDER EXECUTION OR AWARDED (As on 30.03.2025)

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

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

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

Date:

Signature of the Bidder/  
Authorised Signatory

Seal of Bidder:

# FORM 'F'

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

Name of work/project & location

Name and address of the authority under whom the

works executed:

Agreement No.

Estimated cost Tendered cost

Gross amount of the work

completed Date of start

Date of completion:

Stipulated date of completion Actual date of completion

Amount of compensation levied for delayed completion, if any.

Amount of reduced rate items, if any

i) Did the contractor go for arbitration If yes, total amount of claim

iii) Total amount awarded

### Performance report

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

Dated:

Executive Engineer or Equivalent

# FORM 'G'

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

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

Date:

Signature of the Bidder/ Authorized Signatory

Seal of Bidder

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

AFFIDAVIT

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

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

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

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

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

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

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

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

DEPONENT

## VERIFICATION

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

Verified at .....this .....day of .....

DEPONENT

\* Strike out whichever is not applicable.

### **Pledge of Compliance**

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

Name:

Designation

Date:

### **DECLARATION**

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

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

Date:

Signature of the Bidder/

Authorized Signatory Seal of Bidder:

## INTEGRITY PACT

To,  
The Executive Director,  
AIIMS Deoghar

**Subject:** Rate contract for Maintenance work at AIIMS Deoghar.

Dear Sir,

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

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

/bid.

I/ we confirm acceptance and compliance with the integrity agreement, in letter and spirit and further agree integrity agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by AIIMS Deoghar. I/ We acknowledge and accept the duration of the integrity agreement, which shall be in line with article 1 of the enclosed integrity agreement.

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

Yours faithfully

Seal of bidder  
Date:

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

## INTEGRITY AGREEMENT

This integrity Agreement is made at ..... on this ..... Day of .....2025.

BETWEEN

AIIMS Deoghar represented through its Director.....

Hereinafter referred as the 'Principal/Owner' which expression shall unless repugnant to the meaning or context hereof includes its successors and permitted assigns)

AND

..... Through..... (Hereinafter referred to as the "Bidder / Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/ Owner has floated the Tender (NIT No ..... ) (Hereinafter referred to as "Tender /Bid") and intends to award, under laid down organizational procedure, Contract for .....(name of the work) Hereinafter referred to as the "contract".

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

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

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

### **Article 1: Commitment of the Principal/Owner**

The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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



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

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

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

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

The Bidder(s) /Contractors(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the contract execution.

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

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

The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed

to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or commission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and /or to influence the procurement process to the detriment of the Government interests.

The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

If the Bidders /Contractors either before award or during execution of contract has committed a transgression through a violation of Article - 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidders (s) /Contractors from the tender process or terminate / determine the contract, if already executed or exclude the bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal /Owner. Such exclusion may be forever or for a limited period as decided by the Principal / Owner.

2) Forfeiture of EMD/ Performance Guarantee/Security Deposit: If the Principal /Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminated /determine the contract according to article 3(1), the Principal /Owner, apart from exercising any legal rights that may have accrued to the Principal /Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

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

#### **Article 4: Previous Transgression**

The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

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

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

#### **Article 7- Other Provisions**

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

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

If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....

(signature, name and address)

2. ....

(signature, name and address)

Place:

Dated :

## Form of Earnest Money Deposit (Bank Guarantee Bond)

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

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

Sealed with the common seal of the said bank this ..... Day of .....20 THE CONDITIONS of this obligation are:

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

If the Bidder having been notified of the acceptance of his tender by the Director, AIIMS Deoghar Fails or refuses to execute the form of Agreement in accordance with the instructions to the bidder, if required;

OR

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

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

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

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

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

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

## FORMAT OF AGREEMENT

This agreement is executed at \_\_\_\_\_ (place of execution) on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 BETWEEN \_\_\_\_\_, which expression shall mean \_\_\_\_\_ AIIMS DEOGHAR (“Owner”) and include its successors and assigns \_\_\_\_\_ of the FIRST PART AND \_\_\_\_\_, (name and address of the successful tenderer) (“Contractor”) of the SECOND PART.

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

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

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

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

NOW THIS AGREEMENT WITNESSETH AS:

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

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

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

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

Notice Inviting Tender

Contractor’s Application and documents submitted for  
Selection Letter of Acceptance;  
Notice to proceed with the  
Works; Contractor’s Tender;

Contract Data;  
Conditions of Contract (including Special Conditions of  
Contract); Specifications;  
Drawings;  
Bill of Quantities; and  
Any other documents listed in the Contract Data as forming part of the Contract.

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

The Common Seal of

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Was hereunder to affixed in the presence of:

Signed Sealed and Delivered by the said

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Binding Signature of Owner

---

Binding Signature of Contractor

---

in the presence of

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FORM – 8

AIIMS  
/Deoghar**TENDER ACCEPTANCE LETTER**

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 **Rate contract for Maintenance work at AIIMS Deoghar**. I//we hereby tender for the execution of the Work specified for Director AIIMS Deoghar, within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and directions and in Clause 11 of the Conditions of contract ad with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

**We agree to keep the tender open for one hundred eighty (180) days from the date of opening of Eligibility Documents and not to make any modification in its terms and conditions.**

A sum of **Rs. /-** is hereby forwarded in demand draft/bank guarantee issued by a scheduled bank as earnest money. If I / we fail to furnish the prescribed performance guarantee within prescribed period. I / We \_\_\_\_ agree that the Director AIIMS, Deoghar or his successor representatives, 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/W e agree that Director AIIMS Deoghar or the successors representatives in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said the performance guarantee absolutely. The said performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the General Conditions of Contract. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret / confidential documents & shall not communicate information / derived there from to any person other than a person to whom / I we am / are authorized to communicate the same or use the information in any prejudicial to the safety of the state.

Dated: ..... \*\* .....

Signature of Contractor \*\*

Witness: \*\*

Address: \*\*

Postal Address \*\*



*ACCEPTANCE LETTER*

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

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

\*

\*

\*

For & on behalf of AIIMS Deoghar

Signature.....

Designation .....

Dated: .....

## PROFORMA OF SCHEDULES

### SCHEDULE 'A' As per BOQ

### SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

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

### SCHEDULE 'C'

Tools and plants to be hired to the contractor

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

### SCHEDULE 'D'

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

Special Conditions of Contract

Particular Specifications/CPWD specification

Tender Drawings

Guarantee Certificate

General Sound Engineering Practice

### SCHEDULE 'E'

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

1	<b>Name of work</b>	Building Maintenance work at AIIMS DEOGHAR
2	<b>ESTIMATED COST OF WORK</b>	
2.1	Estimated Cost	As per sub work order
2.2	Earnest Money	₹ 50,000/
2.3	Performance Guarantee	5.00 % of tendered amount
2.4	Security Deposit	5.00 % of tendered value (Will Be Deducted from Bills)

#### SCHEDULE 'F' (GENERAL RULES & DIRECTIONS)

**OFFICER INVITING TENDER:** The Executive Director, AIIMS Deoghar

#### Definitions:

1.	Engineer-in-Charge	Executive Engineer, or any other official designated to represent AIIMS Deoghar
2.	Accepting Authority	Executive Director, AIIMS, Deoghar or successor thereof.
3.	Percentage on cost of materials & and Labour cover altogether overheads and profits	15.00 %
4.	Standard Schedule of Rates	DSR -2023 & Non-Schedule items based on MR, (Market Rate)
5.	Department	AIIMS Deoghar
6.	Contract Form	Form 8, General Conditions of Contract

	<b>Clause 1</b> Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable: <b>15 (Fifteen) days</b>
	Labour licenses, registration with EPFO, ESIC, BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.
	Maximum allowable extension beyond the period provided in (i) above: <b>7 (Seven) days with late fee @ 0.1% per day of the PG</b>
	<b>Clause 2</b> Authority for fixing compensation under clause 2: Executive Director, AIIMS Deoghar or successor thereof
	<b>Clause 2A</b> Whether Clause 2A shall be applicable: NO
	<b>Clause 2A</b> Number of days from the date of issue of letter of acceptance for reckoning date of start: 7 <sup>th</sup> (Seventh day or date of handing over of site whichever is later)

**Mile stones for works**

Sl. no.	Description of Milestone (Physical)	Time allowed in days (From date of Start)	Amount to be withheld in case of non-achievement of milestones
1	Supply & Approval of sample	25	1.0% of contract amount
2	All work complete	25	1.00% of contract amount

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

Time allowed for execution of work: **As per Sub work order**

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

**Clause 6, 6A**

Clause applicable – (6 or 6A)	<b>6 A</b>
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**Clause 7**

Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	<b>100% Payment will be released after completion &amp; acceptance of work against each sub work order</b>
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**Clause 7A:**

Whether Clause 7A shall be applicable	YES
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**Clause 10A: Nil****Clause 10B(ii):**

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

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

Specifications to be followed for execution of work	CPWD Specification for works -2019 Vol I& II with up-to-date correction slips till last date of submission of tender and as detailed in nomenclature of items particular specification attached with the tender
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**Clause 12**

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

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

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

Defect Liability Period will be 12 months after recording completion certificates

**Clause 25****Constitution of Dispute Redressal Committee:-**

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

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

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

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

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

#### Clause 42

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of **Delhi Schedule of Rates 2023** printed by C.P.W.D.
- (ii) Variations permissible on theoretical quantities.
- (a) Cement for works with estimated cost put to tender not more than 5 lakhs 3% plus/minus
- For works with estimated cost put to tender more than 5 lakhs 2% plus/minus
- (b) Bitumen for all works. NA
- (c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus
- (d) All other materials Nil

# RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

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

**SCHEDULE- A**  
**GENERAL RULES & DIRECTIONS**

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

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

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

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

**Application for Item Wise Rate Tender only**

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

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

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

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more



contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Director AIIMS DEOGHAR or his representative & the lowest contractors those have quoted equal amount of their tenders.

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

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

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

#### 4A Applicable for Percentage Rate Tender only

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

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

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

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

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub

section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

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

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

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

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

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

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

The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

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

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

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

In the case of Item wise Rate Tenders, only rates quoted shall be considered. Any tender containing percentage

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

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

In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

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

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

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

Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

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

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

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

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

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

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

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

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

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

## GENERAL CONDITIONS OF THE CONTRACT:

**Name of work: “Rate Contract for Maintenance contract for Hospital buildings, Academic area buildings, residential area buildings and services building and surrounding area for 12 months at AIIMS Deoghar**

1.	<b>Definitions: The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Executive Director, AIIMS- Deoghar and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-</b>
1.1	The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
1.2	The Site shall mean AIIMS- Deoghar on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract
1.3	The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
1.4	The Competent Authority means the Executive Director, AIIMS Deoghar
1.5	Government or Government of India shall mean the Executive Director, AIIMS- Deoghar
1.6	Accepting Authority shall mean the authority mentioned in Schedule ‘F’.
1.7	Excepted Risk are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government’s faulty design of works.
1.8	Tendered value means the value of the entire work as stipulated in the letter of award.
1.9	Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule ‘F’ or the first date of handing over of the site; whichever is later, in accordance with the phasing if any, as indicated in the tender document.
1.10	Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule ‘F’ or the first date of handing over of the site; whichever is later, in accordance with the phasing if any, as indicated in the tender document
<b>2.0</b>	<b>Scope and Performance:</b>
2.1	Brief description of works to be carried out: -
2.2	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
3.0	Sufficiency of Tender: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted, or

	otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works
4.0	The contractor shall take necessary instructions from the Engineer-in-charge before starting the work at site.
5.0	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.
6.0	Any work carried out without the approval of the Engineer-in-charge at site of work shall not be accounted and will not be paid. The work shall be carried out during the office hours only. If the firm needs to carry out work on holidays prior permission shall be taken from the Engineer-in-Charge.
7.0	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.
8.0	The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government. Sample of any material to be used shall get approved by the Engineer-in-Charge before using at site.
9.0	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.
10.0	Water and electricity will not be supplied by institute / organization. For calculation of electricity and water charges, fixed charges will be deducted (1% of the bill amount of sub work order in each bill).
11.0	The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.
12.0	Stacking of materials 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.
13.0	No claim for idle establishment & labour, machinery & equipment, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
14.0	The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.
15.0	Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.
16.0	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.
17.0	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.
18.0	The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the contractor shall ensure that all the trucks or vehicles of any kind which are used for construction Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer - in -Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications.
19.0	The contractor shall not store /dump construction material or debris on concreted road.

20.0	All the works shall be carried out as per the CPWD specifications. All relevant CPWD maintenance manual clauses of contract will be applicable.
21.0	The contractor shall get prior approval from Engineer-in-charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic / inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
22.0	The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes / or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precaution that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air / contaminate air.
23.0	The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
24.0	The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relating to dust emission.
25.0	The contractor shall compulsorily use of wet jet in grinding and stone cutting.
26.0	The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
27.0	In the case of discrepancy between the schedule of Quantities, the specifications and/or the works, the following order of precedence shall be observed. (i) Description of item in the Schedule of Quantities. (ii) Particular Specifications and special conditions, if any (iii) C.P.W.D Specifications. (iv) Specifications of B.I.S
28.0	The measurements for the work executed will be done as per the actual work done on site with respect to each item as specified in sub work order(s). The work executed shall be maintained in a diary and to be put up to Engineer-in-charge whenever demanded. (Format shall be provided by the department)
29.0	The works shall be carried out complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra will be paid on this account.
30.0	No labour below the age of eighteen years shall be employed on the work. The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
31.0	It is not binding on the competent authority to accept the lowest or any other tender and any or all the tenders received can be rejected without assigning any reason.
32.0	In case of delay on the part of the agency, penalty @ ½% per week of the total order value will be deducted from the contractor's bill subject to maximum of 10 % without prejudice to other terms & conditions of the order.
33.0	Any error in description, quantity or rate in schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to the specifications or from any of his obligations under the contract. All such variations, errors additions, substitutions etc. shall be decided as per the terms of the contract.
34.0	Deviation in schedule of quantities and extra items. The Engineer-in-Charge shall have power. i) To make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work. ii) To omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to



	him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions shall form part of the contract as if originally provided therein and any altered, additional work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.
35.0	Defect Liability Period: If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after handing over or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.
36.0	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.
37.0	The bidder shall quote their rates considering all prevalent taxes/ cess like GST, Workers Cess or any other tax on material /work as applicable and nothing extra shall be paid to the contractor on this account. The department shall deduct Workers Cess or any other tax as applicable, from the R/A bills & final bill. However, the contractor shall pay GST to the concerned authorities directly. TDS as applicable shall be deducted from all bills of contractor.
38.0	Contractor has to be submit the GST compliant Bill showing work done.
39.0	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.
40.0	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.
41.0	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.
42.0	Any damage to the existing installation/ equipment/ work shall be the responsibility of the contractor and should be repaired immediately on his own cost for which nothing extra shall be paid by the department.
43.0	As the work to be carried out as in occupied buildings and surrounding area, proper care to be taken by the agency by issuing ID cards etc. to the workers for identification.
44.0	Being the hospital premises, the personnel and labourers engaged by the contractor under this contract shall wear neat and clean uniforms as per directives by the Engineer-in-charge. All manpower shall be issued identity card by the contractor duly countersigned by Engineer-in-charge to have proper identifications. The character and antecedents of the staff employed by the contractor shall be got verified from the police by the contractor.
45.0	All T&P, Scaffoldings, Instruments/Meters for Maintenance, Consumable and Contingent Articles required for execution of the work shall be arranged by the contractor including welding machine, drill machine (hammer & carpentry), tong tester, earth tester, insulation tester, grinding / cutting machine (Stone & wood) etc. along with all the consumable accessories in sufficient number as required.
46.0	For all items of Civil; CPWD specifications with correction slips up to the date of receipt of tender shall be followed. For the items which are not covered under CPWD specifications; the special conditions / B.I.S. specifications shall apply. In this regard the decision of Engineer-in- charge shall be final.
47.0	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.
48.0	The contractor shall take immediate action to attend any complaint assigned to him through site order book/verbal instructions from Engineer-in-charge or on telephone. In all cases the contractor shall attend the complaints in the specified duration as mentioned below: - Emergent complaints- Complaints of emergent nature of plumbing like water line repair work, drain blocked etc. shall have to be attended immediately within 24 hours. Normal complaints- Complaints relating to the trades of mason, carpenter / painter shall have to be attended within 72 hours (without waiting for sub work order/ on instruction from Engineer-in Charge). In case of failure to meet these deadlines a lump sum amount of ₹ 1,000/- (Rupees One thousand only) per complaint per day will be recovered from RA bills. One default shall be treated as one complaint. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor.
49.0	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.
50.0	<b>INSPECTION OF WORK</b> In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the senior officers of AIIMS, Deoghar in addition of the Engineer-in-Charge. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-Charge or other officers as stated above to visit the works shall have been given to the

	Contractor, either himself be present to receive the orders and instructions or have a responsible Site Engineer duly accredited in writing, to be present for that purpose Senior Officers of AIIMS, Deoghar Authorities shall be inspecting the on-going work at site at any time with or without prior intimation.
51.0	<p><b>SAFETY MEASURES AT CONSTRUCTION SITE</b></p> <p>In order to ensure safe construction, following shall be adhered for strict compliance at the site:-</p> <p>I. The work site shall be properly barricaded.</p> <p>II. Adequate signage indicating 'Work in Progress – Inconvenience caused is regretted' or Diversion Signs shall be put on the sites conspicuously visible to the public even during night hours. These are extremely essential where works are carried out at public places in use by the public.</p> <p>III. The construction malba at site shall be regularly removed on daily basis.</p> <p>IV. All field officials and the workers must be provided with safety helmets, safety shoes and safety belts.</p> <p>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.</p>

<b>Procedure for Execution of Maintenance Work Term Contract:</b>	
1.	All the items mentioned in CPWD Delhi Schedule of Rates (Vol.1) and (Vol.2) 2023 are incorporated for this term contract. The Bidder quoting percentage rate above or below will be applicable on all the items mentioned in CPWD Delhi Schedule of Rates (Vol.1) and (Vol.2) 2023.
2.	The Bidder whose quote will be lowest in terms of per unit rate will be qualified as Lowest Bidder or L1 per item wise.
3.	In adherence to all the terms and conditions and procedures mentioned in this Notice Inviting Tender and Schedules and Annexures/ Appendix attached in this Notice Inviting Tender, rate contract will be signed with successful Lowest Bidder of each item.
4.	The Duration of this Item wise Rate Contract will be for 24 months from the date of signing of agreement or days in which the work is done up to the Estimated Cost Put to tender from the date of signing of agreement, whichever is earlier.
5.	The Item wise Rate Contract may or may not be extended beyond the period specified with the financial concurrence and decision of Executive Director, AIIMS Deoghar.
6.	Under the Item wise Rate Contract, Various Sub-Work/Work Orders will be issued and stipulated time period of completion (in days) will be as per sub work order. The Contractor will be bound to execute the work within the mentioned stipulated time period or otherwise may attract the imposition of penalty or Liquidated damage.
7.	The items for execution in various work orders will be from the subheads of Items mentioned in the CPWD Delhi Schedule of Rates Vol I and Vol II 2023.
8.	Any Deviation in the quantity of item, any extension of time required during the course of execution of work order, must be brought immediately to the consideration of the Executive Director, AIIMS Deoghar for decision which will be binding.
9.	On Successful completion of the work order(s) and inspection by the Engineer-in Charge, the First and Final Bill with Measurement Sheets and BOQ and other statements for the work order(s) may be produced for Process and Payment. Payment shall be made as per sub work /work order (s) and as per actual measurements of work done on site. After completion of work, firm shall submit the bills along with work completion certificate.
10.	Any Claim of the contractor to deny to execute/delay without any reason/non-compliance to instruction of Engineer-in-charge regarding procedure for execution on works under Sub-Work Order issued in this Term Contract shall be treated as Breach of Contract and attract conditions and provision associated with such Breach of Contract.
11.	Any Reimbursement /refund on variation in prices shall not be applicable to this Term Contract.
12.	All the Details and Schedules of this NIT may please be referred carefully before Bidding.
13.	Contractor should ensure sufficient availability of manpower on site to for execution of work. All the tools, safety equipment required for execution of work is to be arranged by the contractor
14.	Contractor's bill will be processed only after satisfactory completion of each sub work order & work completion certificate issued by EE/S.E.
15.	Contractor has to maintain the measurement book, work diary duly signed by the AIIMS JE for all the executed work.

## Part- D

### *APPROVED MAKE LIST SCHEDULE OF APPROVED MAKE FOR AIIMS, DEOGHAR*

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

Sr. No	Materials	Brand/Make
1	Plastic Emulsion Paint	Asian, Berger, ICI, Nerolac
2	Other Paints/Primers	Asian, Berger, ICI, Nerolac, Shalimar
3	White Cement	JK White, Birla White
4	Powder Coating Material Pure Polyester	Nerolac, Berger, J&N
5	Water proofing Compound	CICO, Fosroc, MC-Bouchemie, BASF, Pidilite, Sika
6	Epoxy Flooring/ wall coating	Fosroc, BASF, STP, Sika, Dr Beck
7	Epoxy/PU Paint	Fosroc, Pidilite, Cico, BASF, Sika, Berger, Nerolac
8	Texture Paints	Asian, Berger, Nerolac, ICI Dulux, Snowcem
9	Wall care putty	JK, Birla
10	Acrylic Exterior Paint	Asian, Berger, ICI Dulux, Nerolac, J&N

# BOQ

Sl. No.	Name of work & Location	Quantity	Rate
1	<b>Rate contract for grass cutting:</b> <ol style="list-style-type: none"> <li>Clearing Grass: Clearing grass and removal of the rubbish up to a distance of 50 m outside the periphery of the area cleared with the instructions of the engineering in-charge</li> <li>Uprooting of rank vegetation, grass, brush wood, trees and saplings: Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared.</li> </ol> <p>(all incl. i.e. machine, manpower &amp; consumables)</p>	Sqm	
2	<b>Rate contract for cleaning of sewer lines &amp; chamber:</b> <ol style="list-style-type: none"> <li>Cleaning of chocked sewer line by diesel running vehicle mounting hydraulic operated high-pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 litres suction capacity and 6000 litres water jetting tank capacity including skilled operator, supervising engineer etc. for cleaning and partial desilting of manholes and de chocking of sewer lines.</li> <li>Cleaning and desilting of gully trap chamber, including removal of rubbish mixed with earth etc. and disposal of same, all as per the direction of Engineer-in-charge.</li> </ol> <p>(all incl. i.e. machine, manpower &amp; consumables)</p>	meter	
3	<b>Rate contract for interior painting:</b> Distempering with 1 <sup>st</sup> quality acrylic distemper (ready mixed) having VOC content less than 50 gram/litre, of approved manufacturer and of required shade and colour all complete to achieve even shade and colour <p>New work (two or more coats) over and including water thinnable priming coat with cement primer having VOC content less than 50 gram/litre (all incl. i.e. manpower &amp; consumables).</p>	sqm	
4	<b>Rate contract for Painting on G.S. sheet:</b> <p>Painting on G.S. sheet with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade.</p> <p>New work (two or more coats) including a coat of approved steel primer but excluding a coat of mordant solution (all incl. i.e. manpower &amp; consumables)</p>	sqm	
5	<b>Rate contract for Painting on Mild steel (viz. gate, railing, angles, grills):</b> <p>Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade.</p>	Sqm	

	Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture (all incl. i.e. manpower & consumables).		
6	<b>Rate contract for Polishing on Door:</b> Polishing on wood work with ready mixed wax polish of approved brand and manufacture (all incl. i.e. manpower & consumables)	Sqm	
7	<b>Rate contract for Hiring of JCB (all incl. i.e. manpower &amp; consumables)</b>	Per Hour	

**Note:**

1. In the financial bid kindly provide rate as per unit mentioned
2. The Bid is Item-Wise bid, there will be separate L1 for each Item. The Bidder has to provide the list of items along with their Serial No. for which he has bided in this Tender.