All India Institute of Medical Sciences, Patna
(An Autonomous body under MoH&FW, Govt. of India)
Phulwarisharif, Patna -801507,
Contact No.: - 0612-2451044(Administration)
Website: aiimspatna.org EMAIL:- admin@aiimspatna.org

NIT No. : AIIMS/Patna/Engg/Plumbing/F-4386 Date: 14/07/2017
Name of work : Supply of Plumbing Items for Maintenance of all Building, AIIMS Patna
Estimated cost : Rs. 4,86,950/-
Earnest Money : Rs. 10,000/-
Time Allowed : 30 days

**INDEX**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>PAGE</th>
<th>DETAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2</td>
<td>INFORMATION &amp; INSTRUCTION</td>
</tr>
<tr>
<td>2.</td>
<td>3-6</td>
<td>NIT</td>
</tr>
<tr>
<td>3.</td>
<td>7-28</td>
<td>INSTRUCTION TO BIDDERS</td>
</tr>
<tr>
<td>4.</td>
<td>29-35</td>
<td>INTEGRITY PACT</td>
</tr>
<tr>
<td>5.</td>
<td>36</td>
<td>GENERAL CONDITIONS OF CONTRACT</td>
</tr>
<tr>
<td>6.</td>
<td>37-39</td>
<td>FORM-8</td>
</tr>
<tr>
<td>7.</td>
<td>40-43</td>
<td>PROFORMA OF SCHEDULE A TO F</td>
</tr>
<tr>
<td>8.</td>
<td>44</td>
<td>SPECIAL CONDITIONS OF CONTRACT</td>
</tr>
<tr>
<td>9.</td>
<td>45-46</td>
<td>SCHEDULE OF WORK</td>
</tr>
</tbody>
</table>

Executive Engineer (Civil),
AIIMS Patna

Financial Advisor
AIIMS Patna
INFORMATION AND INSTRUCTION FOR CONTRACTORS FOR BIDDING FORMING PART OF
NIT

(Application for inviting open bids)

AIIMS Patna on behalf of Director, AIIMS Patna invites Item rate bid from approved and eligible authorised distributor/supplier/dealer and contractors enlisted in CPWD as well as in MES, Railway or Buildings and Roads wing of State PWD’s (in case there is no PWD, then state government’s department dealing with buildings and Roads) meeting the prequalification criteria for the following work:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>NIT No.</th>
<th>Name of work &amp; Location</th>
<th>Estimated cost put to bid</th>
<th>Earnest Money</th>
<th>Period of completion</th>
<th>Last date &amp; time of submission of technical and financial &amp; Commercial bids</th>
<th>Cost of Bid Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>AIIMS/Engg/Plumbing/F-4388</td>
<td>Supply of Plumbing Items for Maintenance of all Building, AIIMS Patna</td>
<td>Rs. 4,86,950/-</td>
<td>Rs. 10,000/-</td>
<td>30 days</td>
<td>10/09/2017 at 02.00 PM</td>
<td>Rs. 1500/- (Non-refundable)</td>
</tr>
</tbody>
</table>

1) The Intending bidder must read the terms and conditions of NIT / ITB carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

2) Information and instructions for bidder posted on website shall form of bid document.

3) The bid document consisting of plans, specifications, the schedule of quantities of various types of item to be executed and the set of terms conditions of the contract to be complied with the other necessary documents can be seen and downloaded from website www.aiimspatna.org free of cost.

4) But the bid can only be submitted after depositing all the required fees including cost of bid documents in the form of DD drawn in favour of AIIMS Patna.

Executive Engineer (Civil),
AIIMS Patna
NOTICE INVITING TENDER / BID (NIT/NIB)

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, PATNA

NOTICE INVITING BID

1. AIIMS Patna invites Item rate bid from approved and eligible contractors enlisted in CPWD as well as in MES, BSNL, Railway or Buildings and Roads wing of State PWD’s (in case there is no PWD, then state government’s department dealing with buildings and Roads) the prequalification criteria for the work of Supply of Plumbing Items for Maintenance of all Building, AIIMS Patna

1.1 The work is estimated to cost Rs. 4,86,950/- This estimate, however, is given merely as a rough guide.

1.2 Criteria of eligibility for issue of bid documents:

   (a) The bidders must be in existence as a contracting firm at least since last 5 years as on 31/03/2017.

   (b) Experience of having successfully completed works during the last 5 years ending last day of the month previous to the one in which applications are invited:-

      Three similar completed works each of value not less than the amount equal to 40% of the estimated cost put to bid

      Or

      Two similar completed works each of value not less than the amount equal to 60% of the estimated cost put to bid

      Or

      One similar completed work of value not less than the amount equal to 80% of the estimated cost put to bid.

   (c) 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 the last date of submission of bid.

   (d) Similar Works: Similar works shall mean works of similar nature / specifications viz. Civil Works/having experience of supplying Civil Items, Electrical HT works of 33 KVA or above, Electrical HT Work 6/ 11 KVA, Electrical LT Works and other specialised works such as HVAC work, Lift, DG Sets , Fire Alarm, Fire Fighting etc. (In case of any dispute over similar works, reference shall be made to CPWD works Manual and decision of competent authority of AIIMS Patna shall be final and binding).

   (e) Turnover: Average annual financial turnover on construction work should be at least 50% of the estimated cost during the immediate last three consecutive financial years.

   (f) Affidavit: To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-

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

1.3 The time allowed for carrying out the work will be as mentioned in Table of Mile Stone(s) from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing/ milestones, indicated in the bid documents.

1.4 The site for the work in available.

1.5 Applications for issue of bids shall be received by Administrative Office, AIIMS Patna-801507 and bid documents shall be issued by Administrative Office, AIIMS Patna.

1.6 Bid documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose bid may be accepted and other necessary documents can be obtained from the Administrative Office, AIIMS Patna-801507 between hours of 11.00 AM to 04 PM every day except Sunday and Public Holidays. Bid documents, will be issued from his office, during the hours specified above, on payment of Rs 1500/- by DD in favor of AIIMS, Patna as cost of bid.

1.7 Bid documents can also be downloaded from AIIMS Patna website and submitted along with cost of tender / bid in the form of DD drawn in favour of AIIMS Patna along with Bid in a separate envelop with clearly written Tender / Bid Fee on the top. In case of non-submission of tender fee, the bid shall be rejected without assigning any reasons and no claim shall be entertained.

1.8 Pre bid conference will held on 21/07/2017 at 03.00 PM at AIIMS Patna in the Administrative building or any other place as decided by Competent authority.

1.9 Bids shall be accompanied with Earnest money (EMD) in shape of demand draft of a scheduled bank or Bank Guarantee from a scheduled bank issued in favour of AIIMS, Patna having validity for twelve months or more from the last date of receipt of bids.

1.10 The bid and the earnest money shall be placed in separate sealed envelopes, each marked “Bid” and “Earnest Money” respectively. Both the envelopes shall be submitted together in another sealed envelope with the name of work an due date of opening written on envelope, which will be received up to 02.00 PM on 10/08/2017 and will be opened by him or his authorized representative or tender opening committee in his office on the same day at 03.30 PM i.e. on 10/08/2017. The envelope marked “Bid” of only those bidder shall be opened, whose earnest money, placed in the other envelope, is found to be in order.

1.11 The Contractor whose bid is accepted, will be required to furnish performance guarantee 10% (ten Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at call receipt of any schedule bank / Banker’s cheque of any scheduled bank/Demand Draft of any scheduled bank / or Government Securities or Fixed Deposit Receipts of Guarantee Bonds of any Scheduled Bank or the State Bank of India or Bank Guarantee from a scheduled bank in accordance with the prescribed form.

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

1.13 The Client does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

1.14 Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.

1.15 AIIMS Patna reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted

1.16 The contractor shall not be permitted to bid for works in case his near relative is employee in the office of Administrative Office, AIIMS-Patna. Any breach of this condition by the contractor would disqualify him from bidding.

1.17 No Engineer of Gazetted rank or other Gazetted officer employed in engineering or administrative duties in an Engineering Department of the government of India is allowed to work as a contractor for a period of one year after his retirement from government service, without the prior cancelled of either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the government of India as aforesaid before submission of the bid or engagement in the contractor’s service.

1.18 The bid for the works shall remain open for acceptance for a period of **120 days from the date of opening of bids.** If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or make any modifications in the terms and conditions of the bid which are not acceptable to the client, then the client shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the rebidding process of the work.

1.19 This Notice inviting bid shall form a part of the contract document. The successful Bidder / contractor, on acceptance of his bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

“The notice inviting bid, all the documents including General Conditions of the Contract, Special Conditions of Contract, Bill of Quantities including Specifications and drawings, if any, is forming thereof together with any correspondence leading thereto.”

**Important Points**

1.20 Bidder must not have been blacklisted / penalised by any government agency or public sector undertaking or judicial authority/ arbitration body. If such case comes to the notice of Department, then bidder shall be debarred for biding in AIIMS Patna in future forever. Also, if such a case comes to the notice of Department before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. Also, if such a case comes to the notice of Department during currency/execution of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money
Deposit/Performance Guarantee/ Security deposit/ further payments and no claims whatsoever shall be admissible.

1.21 Bidder may obtain further clarification, if any, in respect of this document from the Administrative Office, AIIMS Patna.

The Bidder shall submit their bids in two parts i.e. TECHNICAL BID and FINANCIAL BID in two separate sealed envelopes. Technical bid shall be in two separate envelopes- Envelope- I consisting of information/ Details of the bidder & Envelope-II consisting of Technical Bid. Each envelop will be marked in bold letters indicating its contents. All these envelopes with Earnest Money envelop will be kept in another sealed envelope duly marked. Bid for work of “Supply of Plumbing Items for Maintenance of all Building, AIIMS Patna” due for opening on 10/08/2017 at 03.30 PM. The documents forming part of Technical bid and Financial bid has been explained in Instruction to bidder here-in-after.

1.22 AIIMS, Patna reserves the right to accept or reject any or all the bids without assigning any reason, No Bidder shall have any cause of action or claim against the AIIMS, Patna for rejection of his bid.

Executive Engineer (Civil)
AIIMS Patna
INSTRUCTIONS TO BIDDERS (ITB)

2.0 **Eligibility Criteria:** As per notice inviting bid

2.1 **Disqualification.** Even if a contractor meets the eligibility criteria as, AIIMS, Patna may, at their discretion and at any stage during the selection process or execution of the project, order disqualification of the contractor if the contractor has:

2.1.1 Made misleading or false representations in the forms, statements and attachments submitted; or

2.1.2 The contractor has been blacklisted by any government agency even after bids have been opened.

2.2 **BID Documents:**

2.2.1 **Contents of BID Documents**

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etc issued by AIIMS, Patna for the purpose.

2.2.2 **Pre-Bid Conference**

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may arise at this stage. AIIMS, Patna shall conduct pre-bid meeting(s) at the time and venue mentioned in notice inviting bid to answer any queries/ provide clarifications that the bidders may have in connection with the project and to give them relevant information regarding the same.

2.2.3 **Clarifications**

A prospective contractor requiring any clarification with regards to the BID document may notify Executive Engineer in writing. Executive Engineer, will respond in writing to any request for clarification which is received 7 days prior to date of receipt of Bid. Written copies of the Executive Engineer response (including an explanation on the query but without identifying the source of the inquiry) will be sent to all prospective Bidders to whom, the bid has been issued. Only written communications/ clarifications can be considered as valid.

2.2.4 **Amendment to BID Document**

i. At any time prior to the deadline for the submission of Bids, AIIMS, Patna may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID by an amendment.

ii. The said amendment in the form of the addendum/ corrigendum will be sent to all prospective Bidders to whom, the BID has been sent on or before the last date mentioned in Notice inviting Bid. This communication will be in writing or Tele-fax or e-mail and the same shall be binding on the Bidders. Prospective Bidders should promptly acknowledge receipt of the addendum/ corrigendum by Tele-fax/courier/ e-mail to client. The amendments would also be available on the website of AIIMS, Patna. The Bidders must regularly visit these websites to ensure that they are aware of the amendments. Even if addendum/ corrigendum sent to the bidder is not received by them, it will be considered as received once displayed at AIIMS Patna website. Bidders should download addendum/ corrigendum from the website and include in the bid documents. The addendum (s) issued will form part of the BID documents

iii. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the AIIMS, Patna may, at its discretion, extend the deadline for the submission of Bids.

iv. The above information will be placed on AIIMS, Patna website and it will be the responsibility of the bidders to read.
2.2.5 Preparation of Bid:

a. Bidder’s responsibility:

i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.

ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice inviting Bids including instructions, conditions, forms, terms, etc and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.

iii. The Bidder shall be deemed to have inspected the site and its surroundings and taken into account all relevant factors pertaining to the site, while preparing and submitting the Bid.

b. Project inspection and Site Visit

Any site information given in the BID is for guidance only. The Bidder is advised to visit and examine the site of works and its surroundings at his/their cost and obtain at his/their own responsibility, any information that may consider necessary for preparing the Bid and entering into a contract with the client, including availability of electricity, water and drainage, where applicable.

AIIMS, Patna shall not be liable of such costs, regardless the outcome of the selection process.

c. Documents Comprising the Bid.

Bidder shall submit their Bid in two bids namely the technical bid and the financial bid. The contents of the technical and financial bid are as mentioned hereinafter.

d. Alternative Proposal by bidders: Bidders shall submit offers that comply with the requirements of the bidding documents, including basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

2.2.6 Contents of Technical Bid:

The technical bid, clearly labeled as “TECHNICAL BID”, has to be submitted in two envelope/parts, part-I shall consist of information for responsiveness and other information about Bidder, as required and Part-II shall be the technical Bid.

A. Part –I shall comprise the following:

i. Annexure – 1 Checklist (Checklist for the enclosed documents as per the format attached).

ii. Form of Bid (Form - 8).

iii. EMD/ Bid Security, in original, in a separate envelope, sealed and duly marked “EMD” as per the format attached for BG (Form B) or DD from scheduled bank in favour of AIIMS Patna.

iv. Format for Performance Security Bank Guarantee (Form C)

v. Format for contact agreement (Form D)

vi. Power of attorney (Form E) in favour of the person signing the Bid

vii. Initialled BID document, as listed in Notice Inviting Bids

b. Part –II shall comprise the following:

i. Form “T-1” (Financial information)

ii. Form “T-2” (Details of Works……..) along with affidavit as per NIT / NIB

iii. Form “T-3” (Project under execution of award)

iv. Form “T-4” (Performance Report of Works)

v. Form “T-5” (Structure and Organisation)
2.2.7 Contents of Financial Bid

The Financial bid clearly labeled as “FINANCIAL BID” will contain the following:

The financial bid containing priced Bill of Quantities should be submitted, in a separate sealed envelope. These prices should include all costs associated with the work including any out of pocket/mobilization expenses, taxes, charges, levies, cess, VAT, including Service tax etc. as applicable till the date of NIT. In case, Government levies/modifies any tax subsequently the same shall be dealt as per general Conditions of Contract.

2.2.8 Language of Bid

The Bid and all related correspondence and documents relating to the work shall be in English language.

2.2.9 Currency of Bid

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the bid document will also deemed to be in Indian Rupees unless otherwise mentioned.

2.3 EMD/Bid Security

a. The Bidder shall enclose EMD with their Bid for an amount, as mentioned in Notice inviting Bids.

b. The EMD will be in the form of a bank guarantee from a scheduled Commercial Bank in India. The format of the bank guarantee shall be as per form attached. Bank guarantees should be irrevocable and operative for a period of 12 months from the date of receipt of Bid. The bid security shall be endorsed/pledged in favour of AIIMS, Patna and shall be submitted in a separate envelope supercribed “EMD/Bid Security for setting up of AIIMS”. EMD/Bid Security can also be submitted in the form of Demand Draft from as scheduled Commercial Bank in India in favour of AIIMS Patna.

c. The Bid securities of unsuccessful Bidders shall be discharged/returned by AIIMS, Patna in not later than 60 days after the expiration of the period of Bid Validity.

d. The Bid security of the successful Bidder shall be returned upon the Bidder execution the Contract Agreement and submitting the required Performance Security.

e. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the contract within the specified time limit.

2.4 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, AIIMS, Patna may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period.

2.5 Format and Signing of Bid

a. Bid documents (technical bid. Bid Part I and II and financial bid shall be stamped and signed on all pages by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.

b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.

c. The complete Bid shall be without alterations, overwriting, interlineations or erasures except those in accordance with instructions issued by AIIMS, Patna, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialled by the person or persons signing the Bid.

d. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.
2.6 **Sealing and Marking of Bids**

The Bidder shall follow the procedure as indicated below:

a. Each Bid will be submitted in two sets one marked “Original” and the other marked “Copy” (Copy should be the photocopy of ‘Original’)

b. Each set containing the two bids, TECHNICAL BID and FINANCIAL BID shall be sealed in two separate envelopes clearly marked as “TECHNICAL BID” (Part-I & Part-II in separate envelop inside) and “FINANCIAL BID”. The two envelopes shall be wrapped in another envelope duly super scribing on top “Bid for…………………………..and date and time of opening of the Bid…………” The envelope should also bear the name and address of the Bidder.

2.7 **Submission of Bids**

The sealed envelopes are to be deposited in the tender box placed at the Administrative Office AIIMS, Patna or may be sent through registered/speed post addressed to:-

**Faculty-in-charge-**
**Procurement Cell,**
All India Institute of Medical Sciences,
Medical College Building, Phulwarisharif, Patna-801507

2.8.1 The last date for submission of completed Bids is given in Notice inviting Bids. The AIIMS, Patna may, at their discretion, extend this date, in which case all rights and obligations of the AIIMS, Patna and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid. Extension of last date of submission shall be notified through website of AIIMS Patna.

2.8.2 Bids shall be submitted by hand or through registered post or courier service at the address mentioned above. AIIMS, Patna shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.

2.8.3 Bids sent telegraphically or through other means of transmission (Tele-fax, E-mail etc.) which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.

2.9 **Modifications/ Substitution/ Withdrawal of Bids**

2.9.1 No modification or substitution of the submitted Bid shall be allowed.

2.9.2 A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by AIIMS, Patna before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit a fresh Bid following all the applicable conditions. Resubmission will not be permitted more than once and time of submission as notified.

2.9.3 Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked “WITHDRAWAL”. This withdrawal notice will be opened at the time of opening of bid and not earlier. The signature of GPA holder will be verified and in case both are same then only withdrawal will be considered.
2.10 **Bid Due Date**

(a) Bids should be received in the office of the Executive Engineer, AIIMS, Patna, at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice inviting Bids.

(b) AIIMS, Patna may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum through website.

2.11 **Late Bids**

Any bid received in office of the Administrative Office, Patna at the address mentioned above after the deadline prescribed for submission of Bids in Notice inviting Bids/extended date as the case may be, herein will not be considered and will be returned unopened to the Bidder.

2.12 **Power of Attorney**

Bidders shall submit, along with Part 1 of the technical Bid, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents make corrections/ modifications thereto and interaction with AIIMS, Patna and act as the contact person. The format for the power of attorney shall be as per form E of BID. In case bids are signed by Managing Director/Partner/Proprietor himself power of attorney is not required.

2.13 **Bid Opening and Evaluation:**

The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice inviting Bids. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bids.

a. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.

b. Bids which have not complied with one or more of the foregoing instructions may not be considered.

c. On opening of the main Bid envelopes, it will be checked if they contain Technical & Financial Bids and envelope of EMD/Bid Security as detailed above.

d. The technical bid of the Bids will only be opened. They will be checked for completeness and confirmation of submission of Bid Procession Fees and the requisite Bid Security. If the documents do not meet the requirements of the BID, a note will be recorded.

e. The Bidders name, the presence or absence of the requisite Cost of Bid / Bid Fee, Bid Security and any other details as AIIMS, Patna or their authorized representative, may consider appropriate will be announced at the time of Bid opening.

f. The financial bid of all responsive Bids will be opened after the technical evaluation.

2.14 **Determination of Responsiveness**

i. Prior to the detailed evaluation of Bids, AIIMS, Patna will determine whether each Bid is responsive to the requirements of BID

ii. For the purpose of this clause, a responsive Bid is one which:

   a. Is packed, signed, sealed and marked

   b. Is accompanied by the power(s) of attorney if required

   c. Contains all the information as requested in the BID

   d. Contains information in formats same/similar as those specified in this BID

   e. Mentions the validity period the offer
f. Is accompanied by the Bid Cost / Bid Fee (in case not paid in cash in advance and downloaded from AIIMS Patna Website).
g. Is accompanied by the Bid Security/EMD,
h. Conforms to all the terms, conditions and specifications of BID without material deviation or reservation. “Deviation” may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, Client’s rights or the Bidder’s obligations under the Contract as provided for in BID and/ or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.

iii. If a Bid is not substantially responsive to the requirements of BID, it will be rejected by AIIMS Patna. The decision of the AIIMS Patna in this regard shall be final and binding. The financial Bids of non-responsive Bidders shall be returned unopened.

2.15 Evaluation of Bids

a. AIIMS Patna would subsequently examine and evaluate responsive Bids, as per the criteria set out in this document.

b. AIIMS Patna reserves the right to reject any Bid if:
   i. At any time, a material misinterpretation is made or uncovered; or
   ii. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid.
   iii. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.

2.16 Clarification of Bids

a. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material / information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical Bid, avoiding vague answers. However, Evaluation committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical bid. The request for clarifications and the response shall be in writing, or by Tele-fax or by e-mail. No change/ addition in the information or substance of the Bid shall be sought, offered or permitted.

b. To assist in the examination, evaluation and comparison of the financial Bid, Evaluation committee may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing or by Tele-fax. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the Evaluation Committee during the evaluation of Bids.

2.17 Process to be Confidential

a. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

b. Any effort by a Bidder to influence AIIMS Patna Evaluation Committee in the process of examination of Bids and in decisions concerning award of Contract, shall result in the rejection of the Bid.
2.18 Award of Contract

a. Award Criteria

AIIMS Patna or its assignees or any agency appointed by them will declare the Bidder ranked L1 as Successful Bidder and proceed to issue Letter of Award (LOA) as per the procedure mentioned in the Bid and terms and conditions set out in this BID document.

b. Notification of Award

i. Prior to the expiry of the period of Bid Validity; AIIMS Patna will issue the Letter of Award to the successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called ‘the letter of award’) shall mention the sum which AIIMS, Patna will pay to the contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of contract called ‘the Contract Price’). No correspondence will be entertained by AIIMS, Patna from the unsuccessful Bidders.

ii. The Letter of Award shall constitute a part of the Contract.

iii. Upon submission of Performance Security by the Successful Bidder AIIMS, Patna will promptly notify the other Bidders and discharge/return their Bid securities.

c. Signing of Agreement

i. AIIMS, Patna shall prepare the Contract Agreement in the Proforma (Form D) included in this document, duly incorporation all the terms of agreement between the two parties. Within 30 days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract Agreement.

ii. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Security.

iii. The Contract Agreement should be duly signed by AIIMS, Patna or its assignees or any agency appointed by them and Contractor through their authorized signatories.

iv. In case the Successful Bidder does not sign the Contract Agreement, AIIMS, Patna reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Security, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.

d. Performance Security

i. The Successful Bidder shall furnish to AIIMS, Patna or its assignees or any agency appointed by them, towards Performance Security, a bank guarantee for an amount of 5% of the total Contract price, in accordance with the provisions in the General Conditions of Contract and remaining 5% shall be retained from the running bills. The bank guarantee has to be from a scheduled commercial bank based in India. The format for bank guarantee shall be as per Form-C provided in this BID. The Performance Security shall be furnished within the time limit specified in Notice inviting Bids. Performance Security can also be in the form of Demand Draft as specified here-in-before.

ii. The Bank Guarantee should be valid up to 6 (Six) months beyond the Defects Liability Period.

iii. Failure of the Successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of decision to award the contract and forfeiture of the Bid Security.

e. Sub-contracting

i. The Contractor shall not sub-contract the whole of the works. The Contactor shall not subcontract any part of the work without notifying and getting prior approval from the Client.

ii. The Contractor shall be responsible for observance, by all sub-contractors, of all the provisions of the Contract Agreement. The Contractor shall be responsible for the acts or
defaults of any sub-contractors, his representatives or employees, as fully as if they were the acts or defaults of the Successful Bidder, his Bidder, his representatives or employees. The Contractor shall provide to the Engineer, the details of all the sub contracts including terms and conditions of the contracts. The Contractor shall be solely responsible for the performance of the sub-contractor and for making payments to the sub-contractor.

f. Defects Liability Period

i. The Defects Liability Period shall be up to 12 months from the date of issue of taking over certificate.

ii. The Contractor shall, at its own risk and cost, make good, any defects, complete any leftover work as required by the client during defects liability period.

g. Ownership of the Designs and Drawings

i. All copyright and other proprietary rights in the works shall vest and stand assigned to AIIMS, Patna and AIIMS, Patna shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the works and all the above right shall not lapse even of such right are not exercised by AIIMS, Patna during the terms of the copyright and the contractor shall be required / obliged to execute any deeds/documents, as may be required or considered necessary, by AIIMS, Patna to give effect to and secure the above mentioned right of AIIMS, Patna in the works. For the purpose of this clause, the term “Works” shall include all “works” covered by the copyright Act 1957 including the design of the housing complex and all plans, sketches, design or artistic works created by the contractor at the inception of, during the course of and until the completion of the project and also includes any work created directly or indirectly in the performance of the obligations of the contractor in connection with the project.

ii. The contractor shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of the client and any such act without the permission of the client shall constitute violation of Intellectual Property Rights.

iii. Even in the event of stoppage / cancellation of the selection process, all documents / designs/drawings submitted by the Bidders to the AIIMS, Patna on or before the cancellation of the selection process shall become the property of the client and the Bidders shall have no claim on such documents/design.

h. Right to modify the design

i. The client shall have the right to modify the design, if any, prepared by the contractor. The contractor shall comply with any such instruction by the Engineer or the client and suitable modify the design and submit the same to the clients for approval.

i. Client’s right to accept any Bid and to reject any or all Bids

i. Notwithstanding anything above, AIIMS, Patna reserves the right to accept or reject any bid at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders.

ii. AIIMS, Patna reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following.

a) In case no Bid/ a single Bid is received.

b) Occurrence of any event due to which it is not possible to proceed with the selection process.
c) An evidence of a possible collaboration/mischief on part of bidders, impaction the completion and transparency of the selection process.

d) Any other reason, which in the opinion of the AIIMS Patna necessitates the cancellation of the selection process.

iii. On occurrence of any such event, AIIMS, Patna shall notify all the Bidders within 7 days of such decision. AIIMS, Patna shall also promptly return the Bid Security submitted by the Bidders within 30 days of issue of such notice. AIIMS, Patna is not obligated to provide any reason or clarification to any Bidder on this account. AIIMS, Patna liability under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the client on this account.

iv. AIIMS Patna further reserves the right to re-Bid the process or get the work done by a Government agency or Quasi Government agency if the Client is of the opinion that the Bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses(a) to (d) above.

j. All amendments/ addendum shall be made available at AIIMS Patna Web site. It will be the responsibility of the bidder to see the web site regularly and update.
CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

TECHNICAL BID-Part 1

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Document</th>
<th>No. of sets to be submitted</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Form of Bid (Form – 8)</td>
<td>(Original &amp; copy)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>EMD /Bid Security (Form B ) in separate sealed envelope</td>
<td>(Original &amp; Copy)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Power of attorney for individuals signing on behalf of Bidders(Forms E)</td>
<td>(Original &amp; Copy)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Initialled Bid documents complete</td>
<td>(Original)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Cost of Bid / Tender fee (If downloaded from Website)</td>
<td>(Original)</td>
<td></td>
</tr>
</tbody>
</table>

TECHNICAL BID-Part 2

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Form “T-1” (Financial Information)</td>
</tr>
<tr>
<td>2.</td>
<td>Form “T-2” (Details of works .....</td>
</tr>
<tr>
<td>3.</td>
<td>Form “T-3” (Project under execution of award)</td>
</tr>
<tr>
<td>4.</td>
<td>Form “T-4” (Performance Report of Works)</td>
</tr>
<tr>
<td>5.</td>
<td>Form “T-5” (Structure and Organization)</td>
</tr>
</tbody>
</table>

FINANCIAL BID COMPRISING OF:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Financial bid in separate sealed cover</td>
</tr>
</tbody>
</table>
Form B

FORMAT FOR EMD

KNOW ALL MEN by these presents that we ……………………………………………………
(Name of Bank) having out registered office at …………………….. (Name of country)
(hereinafter called “the Bank” ) are bound unto AIIMS Patna, in the sum of Rs.
……………………………… for which payment will and truly to be made to the said AIIMS
Patna, the bank binds itself, its successors and assigns by these presents.

WHEREAS …………….. (Name of Bidder) (hereinafter called “the Bidder”) has submitted its
Bid dated ……………….. for the work of …………………………………………… …………

AND WHEREAS the Bidder is required to furnish a bank guarantee for the sum of Rs.
……………………………… (Rupees …………………………… only) as Bid Security against the Bidder’s
offer as aforesaid.

AND WHEREAS ……………….. (Name of Bank) have, at the request of the Bidder, agreed to
give this guarantee as hereinafter contained.

1. We further agree as follows:
   
   1.1 That client may without affecting this guarantee grant time or other indulgence to or
   negotiate further with the Bidder in regard to the conditions contained in the said Bid and thereby
   modify these conditions or add thereto any further conditions as may be mutually agreed upon
   between client and the Bidder.

   1.2 That the guarantee herein before contained shall not be affected by any change in the
   constitution of the Bidder.

   1.3 That any account settled between client and the Bidder shall be conclusive evidence
   against us of the amount due hereunder and shall not be questioned by us.

   1.4 That this guarantee commences from the date hereof and shall remain in force till
   ………………………….. (date to be filled up)

   1.5 That the expression ‘the Bidder’ and ‘the Bank’ herein used shall, unless such an
   interpretation is repugnant to the subject or context, include their respective successors and
   assigns.

2. The conditions of this obligation are:

a) If the Bidder withdraws his Bid during the period of Bid Validity, or

b) If the Bidder does not accept the correction of his Bid Price as corrected by the evaluation
committee, or

c) If the Bidder having been notified of the acceptance of his Bid by client during the period of
Bid Validity:

   i. fails or refuses to furnish the required Performance Security for the amount equal to
      10% of the Contract Price within ----- days of issue of Letter of Award and/or

   ii. fails or refuses to enter into a Contract within ------ days of issue of Letter of Award
      by AIIMS Patna
We undertake to pay to client up to the above amount upon receipt of his first written demand, without client having to substantiate his demand provided that in his demand client will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of
Authorized Official of the Bank

Signature of the witness
Name of Official ………………..
Designation ………………………

Signature of the witness
Stamp/Seal Of the Bank

Address of the witness

..............................................
..............................................
..............................................
FORM OF PERFORMANCE SECURITY BANK GUARANTEE

This deed of guarantee made this day of …………………. Between Bank of …………………. (hereinafter called the ‘Bank”) of the one part, and the Director AIIMS Patna acting through Name …………………. & Designation …………………. ALL INDIA INSTITUTE OF MEDICAL SCIENCES, PATNA (hereinafter called “AIIMS PATNA”) of the other part.

Whereas ALL INDIA INSTITUTE OF MEDICAL SCIENCES, PATNA has awarded the Contract for the work of …………………. to ……………….. (Name of the Contractor)

AND WHEREAS the Contractor is bound by the said Contract to submit to AIIMS Patna a Performance Security for a total amount of Rs. …………………. (Rupees …………………. only) (Amount in figures and words).

1. Now we the undersigned ………………………………. (Name of the Bank) being fully authorized to sign and to …………… obligations for and on behalf of in the name of …………… (Full name of Bank), at the request of the Contractor do hereby undertake to furnish the Bank said Bank will guarantee AIIMS Patna the full amount of Rs. ………………. (Rupees ……………. only) (Amount in figures and words) as stated above.

2. After the Contractor has signed the afore mentioned Contract with AIIMS Patna, the Bank do hereby irrevocably and absolutely undertake to immediately to pay AIIMS Patna any amount up to and inclusive of the aforementioned full amount upon written order from AIIMS Patna to indemnify AIIMS Patna for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank deliver the money required by AIIMS Patna immediately on demand without any demand, reservation, recourse, contest or protest or delay and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to AIIMS Patna any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceeding pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this Guarantee shall be absolute and unequivocal.

3. This Guarantee is valid till ……………………. (date to be mentioned) (six months beyond the end of expected Defects Liability Period or the extended period, thereof)

At any time during the period in which this guarantee is still valid, if AIIMS Patna agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability of damages or debts as stated under Para 2, above, it understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by AIIMS Patna and at the cost of the Contractor.

4. The Guarantee shall be interpreted in accordance with the laws of India.

5. The Bank represents that this Bank Guarantee has been establishment in such from and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
6. This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the guarantor Bank or of the Contractor.

7. The neglect or forbearance of AIIMS Patna in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by AIIMS Patna for the payment thereof shall in no way relieve the bank of their liability under this deed.

8. The expressions ‘AIIMS Patna”, ‘the Bank’ and ‘the Contractor’ herein before used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the ............ day of ............ (Month) 2017 being herewith duly authorized.

For and on behalf of

The ......................... Bank
Signature of authorized bank official

Name .........................
Designation .....................
Stamp/Seal Of the Bank .....................

Signed, sealed and delivered for an on behalf of the Bank by the above named ..................... in the presence of:

Witness 1
Signature  .........................
Name  .........................
Address  .........................

Witness 1
Signature  .........................
Name  .........................
Address  .........................
FORM OF CONTRACT AGREEMENT

This Agreement is made at Patna on the ……… day of ………… 2017 between Director, AIIMS Patna acting through Shri ………………….. , ………………… …………………… (AIIMS Patna), having its office at All India Institute of Medical Sciences, Patna, Phulwari Sharif Patna - 801505 (hereinafter called ‘Client” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the FIRST PART.

SECOND PART

M/s ………………………………….. a Company incorporated under the Companies Act 1956/ or other acts as applicable having Head Office at ………………………………………………………….., (hereinafter called the “Contractor” which expression unless repugnant to the context shall mean and include its successors’-in-interest assigns etc.) of the Second Part.

Whereas AIIMS Patna is desirous that certain works should be executed of AIIMS Patna hereinafter called the ‘The Project/ Work” and has accepted a Bid submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein. NOW THIS AGREEMENT WITHNESSTH as follows:

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and constructed as part of this Agreement viz.

a. Information and instructions
b. NIT
c. Instructions to Bidders
d. Integrity Pact and Integrity Agreement
e. General Conditions of Contract
f. Form - 8
g. Performa of Schedules
h. Special Conditions of Contract
i. Bill / Schedule of Quantities
j. Schedules of make
k. Any other documents forming part of tender / Bid

2.6 All the correspondence till award of contract i.e. addendum, LOA etc.
2.7 Technical and Financial bids submitted by bidder

3. In consideration of the payment to be made by AIIMS Patna to the Contractor as hereinafter mentioned, the Contractor hereby covenants with AIIMS Patna to execute and complete the Project by ……………………….. and remedy and defects therein in conformity in all respects with the provisions of the Contract.

4. AIIMS Patna hereby covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. …………………………………………………………………………………….. only) being the sum stated in the later of Award (LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner pre………………… by the Contract.

5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The contractor shall keep AIIMS Patna fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.

IN WITNESS OF WEREOF the parties hereto have caused their respective common seals to be hereunto affixed/or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor | For and on behalf of the Director, AIIMS Patna

Signature of the authorized official | Signature of the authorized official

Name of Contractor | Name of the Official

Stamp/Seal of the Contractor | Stamp/Seal

SIGNED, SEALED AND DELIVERED

By the said | By the Said

………………………………………… | ………………………………………

On behalf of the Contractor in the Presence of: | on behalf of the Director, AIIMS Patna in the presence of:

Witness ……………………………
Witness ……………………………
Name ……………………………
……………………………………

Address ……………………………
…………………………………………
FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We …………………………………… (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr/Ms. …………………. (name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of ………………………………………………………. As out attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the work submission of all documents and providing information/responses to AIIMS Patna, representing us in all matters before AIIMS Patna and generally dealing with AIIMS Patna in all matters in connection without proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.
Form ‘T-1’

FINANCIAL INFORMATION

1. 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 Chartered Accountant, as submitted by the applicant to the Income tax Department (Copies to be attached).

   (i) Gross Annual Turnover on Construction Works for last three years ending ______________

   (ii) Profit/Loss for last three years ending __________________

Financial arrangements for carrying out the proposed work.

Signature of Charted Accountant with Seal    Signature of Applicant
**Form ‘T-2’**

**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED**

**DURING THE LAST FIVE YEARS ENDING _____________**

<table>
<thead>
<tr>
<th>SL No.</th>
<th>Name of Work/Project &amp; location</th>
<th>Owner of sponsoring Organization</th>
<th>Cost of Work (In Lakh)</th>
<th>Date of Commencement (As per contract)</th>
<th>Stipulated Date of completion</th>
<th>Actual date of completion</th>
<th>Litigation/Arbitration Pending in</th>
<th>Name &amp; address/Telephone No. of officer to whom Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

* indicate gross amount claimed and amount awarded by the Arbitrator

Signature of Applicant
Form ‘T-3’

PROJECT UNDER EXECUTION OR AWARDED

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Work/Project &amp; location</th>
<th>Owner of sponsoring Organization</th>
<th>Cost of Work (In lakh)</th>
<th>Date of Commencement (As per contract)</th>
<th>Stipulated Date of completion</th>
<th>Up-to-date Percentage Progress of work</th>
<th>Slow Progress if any, &amp; reasons thereof</th>
<th>Name &amp; address/Telephone No. of officer</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(8)</td>
<td>(9)</td>
<td>(10)</td>
</tr>
</tbody>
</table>

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

Signature of Applicant
## PERFORMANCE REPORT OF WORKS

**REFERRED TO IN FORM “T-2” TO “T-3”**

<table>
<thead>
<tr>
<th>01.</th>
<th>Name of work/Project &amp; Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>02.</td>
<td>Agreement No.</td>
</tr>
<tr>
<td>03.</td>
<td>Bided Cost</td>
</tr>
<tr>
<td>04.</td>
<td>Executed Cost</td>
</tr>
<tr>
<td>05.</td>
<td>Date of Start</td>
</tr>
<tr>
<td>06.</td>
<td>Date of completion:</td>
</tr>
<tr>
<td></td>
<td>i) Stipulated date of completion</td>
</tr>
<tr>
<td></td>
<td>ii) Actual date of completion</td>
</tr>
<tr>
<td>07.</td>
<td>Amount of compensation levied for delayed completion, if any</td>
</tr>
<tr>
<td>08.</td>
<td>Amount of reduced rate items, if any</td>
</tr>
<tr>
<td>09.</td>
<td>Performance Report:</td>
</tr>
<tr>
<td></td>
<td>a) Quality of work            Very Good /Good / Fair / Poor</td>
</tr>
<tr>
<td></td>
<td>b) Financial soundness        Very Good /Good / Fair / Poor</td>
</tr>
<tr>
<td></td>
<td>c) Technical Proficiency      Very Good /Good / Fair / Poor</td>
</tr>
<tr>
<td></td>
<td>d) Resourcefulness            Very Good /Good / Fair / Poor</td>
</tr>
<tr>
<td></td>
<td>e) General behaviour          Very Good /Good / Fair / Poor</td>
</tr>
</tbody>
</table>

Dated : ………………………
# Form ‘T-5’

## STRUCTURE & ORGANIZATION

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Name &amp; Address of the applicant</td>
</tr>
<tr>
<td>02.</td>
<td>Telephone No./ Telex/Fax No.</td>
</tr>
<tr>
<td>03.</td>
<td>Legal status of the applicant (attach copies of original document defining the legal status)</td>
</tr>
<tr>
<td></td>
<td>a) An Individual</td>
</tr>
<tr>
<td></td>
<td>b) A proprietary firm</td>
</tr>
<tr>
<td></td>
<td>c) A firm in partnership</td>
</tr>
<tr>
<td></td>
<td>d) A limited company or corporation</td>
</tr>
<tr>
<td>04.</td>
<td>Particulars of registration with various Government bodies (attach attested photocopy)</td>
</tr>
<tr>
<td></td>
<td>Organization/Place of Registration:</td>
</tr>
<tr>
<td></td>
<td>1.</td>
</tr>
<tr>
<td></td>
<td>2.</td>
</tr>
<tr>
<td></td>
<td>3.</td>
</tr>
<tr>
<td>05.</td>
<td>Names and Titles of Directors &amp; Officers with designation to be concerned with this work</td>
</tr>
<tr>
<td>06.</td>
<td>Designation of individuals authorized to act for the organization.</td>
</tr>
<tr>
<td>07.</td>
<td>Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.</td>
</tr>
<tr>
<td>08.</td>
<td>Has the applicant 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.</td>
</tr>
<tr>
<td>09.</td>
<td>Has the applicant or any constituent partner in case of partnership firm, ever been debarred /black-listed for Bidding in any organization at any time? If so, give details.</td>
</tr>
<tr>
<td>10.</td>
<td>Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a Court of Law? If so, given details.</td>
</tr>
<tr>
<td>11.</td>
<td>In which field of Civil Engineering construction the applicant has specialization and interest?</td>
</tr>
<tr>
<td>12.</td>
<td>Any other information considered necessary but not included above.</td>
</tr>
</tbody>
</table>
INTEGRITY PACT

To,

………………………
………………………
………………………
………………………

Sub: NIT No. __________________________ for the work _________

Dear Sir,

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

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

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

Yours faithfully

Faculty In-charge
Procurement Cell, AIIMS Patna
INTEGRITY PACT

To,

Faculty In-charge
Procurement Cell
AIIMS Patna
Phulwari Sharif
Patna - 801507

Sub: Submission of Bid for the work

Dear Sir,

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

I/We agree that the Notice Inviting Bid (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 bid documents, failing which I/We will stand disqualified from the biding process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)
To be signed by the bidder and same signatory competent/authorised to sign the relevant contract on behalf of AIIMS Patna

INTEGRITY AGREEMENT

This Integrity Agreement is made at ……………………… on this ……………………… day of …… 20 …….. BETWEEN

President of India represented through Administrative Officer, AIIMS Patna (Hereinafter referred as the ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

………………………………………………………………………………………………………………………………………………………………………..
(Name and Address of the Individual/firm/Company)

through ……………………………… (Hereinafter referred to as the Details of duly authorized signatory)

“Bidder/Contractor “(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 Bid ________________________ (hereinafter referred to as “Bid”) and intends to award, under laid down organizational procedure, contract for the work of

………………………………………………………………………………………………………………………………………………………………………..

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 Contractors(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 Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

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

(a) No employee of the Principal /Owner, personally or through any of his/her family members, will in connection with the Bid, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
(b) The Principal/Owner will, during the Bid process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Bid 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 Bid process or the Contract execution.

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

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

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

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

2) 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 Bid process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner’s employees involved in the Bid 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 Bid process or during the execution of the Contract.

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

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

(d) 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 not both. Further, in cases where as agent participate in a bid 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 bid for the same item.
(e) 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.

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

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

5) The Bidder(s)/Contractor(s) will not, directly or through any other person of 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 bidding process.)

Article 3: Consequences of Breach

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

1) If the Bidder(s)/Contractor(s) either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to pt his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Bid 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 Bid process prior to the award of the Contract terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of 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

1 The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any county confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that justify his exclusion from the Bid process.
2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the Bid process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

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

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

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

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

3 The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Bid or violate its provisions at any stage of the Bid process, from the Bid process.

**Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 145 Days 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 discharge/determined by the Competent Authority, AIIMS Patna

**Article 7: Other Provisions**

1 This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Bid.

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

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

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

5 It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.
Article 8: Legal And 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 his Integrity Pact will have precedence over the Bid/Contract documents with regard any of the provisions covered under this Integrity Pact.

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

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

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

WITNESSES:

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

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

Place:

Dated:
GENERAL CONDITIONS OF CONTRACT

1. General Conditions of Contract – 2014 (GCC-2014) as applicable in CPWD will form part of tender documents (with amendments as given in subsequent para). This is a government publication and can be obtained from market or downloaded from CPWD website cpwd.gov.in/

2. Amendments made in GCC-2014 shall be as under:

Amendment to Conditions of Contract & Clauses of Contract

a. President / President of India shall be read as Director, AIIMS Patna.

b. Government / Government of India shall be read as AIIMS Patna.

c. CPWD shall be read as Engineering department of AIIMS Patna.

d. Director General/ Additional Director General/ Chief Engineer shall be read as Director, AIIMS Patna

e. Standard CPWD forms/ CPWD Safety Code/ Model Rules for the protection of health, sanitary arrangements for workers employed by the Contractors/ CPWD Contractor’s Labour Regulations shall be applicable with necessary correction in the designation of engineer authority as applicable for AIIMS Patna.

f. Clause 1: Bank Guarantee from Scheduled Commercial Bank on appropriate from shall also be accepted as Performance Guarantee. Performance Guarantee shall be 10% in lieu of 5% given.

g. Clause 1A: Recovery of Security deposit shall be @ 5% in lieu of 2.5%

h. Clause 2A: This clause shall not be applicable.

i. Clause 7: Interim bill shall be on CPWD Format. The admissible amount shall be paid 15 the working day in lieu of 10 working days. No interest will be paid in case of delay in payment of interim bill / RA Bill.

j. Clause 9: No interest will be paid in case of delay in payment of Final Bill.

k. Clause 10B: This clause shall not be applicable

l. Clause 10C: This clause shall not be applicable

m. Clause 10 CA: This clause shall not be applicable

n. Clause 10 CC: This clause shall not be applicable

o. Clause 40: CPWD Circle and Ministry of Urban Development shall be read as AIIMS Patna and Ministry of Health & FW respectively.

Note: Amendments to GCC-2014 has been made to make it applicable according to engineering and other establishment of AIIMS Patna. In case of any dispute the decision of Director, AIIMS Patna shall be final and binding.
FORM – 8

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, PATNA

ITEM RATE BID / TENDER AND CONTARCT

Tender / Bid for the work of: - __________________________________________
________________________________________________________________________
________________________________________________________________________

(i) To be submitted by 15.00 hours on ________ to the Administrative Office, AIIMS Patna

(ii) To be opened in presence of bidders who may be present at _____ hours on ______

_______________ in the office of The AO, AIIMS Patna

Issued to: ONLINE / on receipt of Application as per NIT / NIB

Signature of officer issuing the documents:

Designation: .........................................................

Date of Issue:
I/We have read and examine the notice inviting bid, 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 bid document for the work.

I/We hereby bid for the execution of the work specified for the President of India within the time specified in Schedule ‘F’ viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the bid open for one hundred and twenty days (120 days) days from the due date of its opening/ninety (90) days from the date of opening of financial bid in case bid are invited on 2/3 envelope system.

A sum of Rs. ____________________________ is hereby forwarded in cash/receipt treasury Chillan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said AIIMS Patna or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that AIIMS Patna or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the bid 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 bid form. 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-bidding process of the work.

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

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

Dated ………………………..

Witness:---------------------
---------------------------

Address:---------------------

Telephone No. ..............

Telephone No. ..............

Occupation:----------------------

* To be filled by Contractor

Signature of Contractor
Postal Address:-

Fax:-

E-Mail:
ACCEPTANCE

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

The letters referred to below shall form part of this contract agreement:-
(a)
(b)
(c)

For & on behalf of Director AIIMS Patna
Signature ……………………………

Dated:
Designation
PROFORMA OF SCHEDULES

SCHEDULE ‘A’

Schedule of Quantities (BOQ) attached

SCHEDULE ‘B’

Schedule of material to be issued to contractor

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Item</th>
<th>Quantity</th>
<th>Rates in figures and words at which material will be charged to the contractor</th>
<th>Place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
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<tr>
<td>4</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE ‘C’

Tools and Plants to be hired to the Contractor

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Hire Charges per day</th>
<th>Place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE ‘D’

Extra Schedule for specific requirements / documents for the work, if any

NIL

SCHEDULE ‘E’

Reference to General Conditions of Contract – GCC – 2014

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Supply of Plumbing Items for Maintenance of all Building, AIIMS Patna</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Cost of Work</td>
<td>Rs. 4,86,950/-</td>
</tr>
<tr>
<td>Earnest Money</td>
<td>Rs. 10,000/-</td>
</tr>
<tr>
<td>Performance Guarantee</td>
<td>10% of Bided/ Contract value</td>
</tr>
<tr>
<td>Security Deposit</td>
<td>5% of Bided/ Contract value</td>
</tr>
</tbody>
</table>
SCHEDULE ‘F’

GENERAL RULES AND DIRECTIONS

Officer inviting Bid: Executive Engineer
AIIMS Patna

Maximum percentage of quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 & 12.3: See Below under clause 12

Definitions:

2(v)  Engineer-in-Charge : SE, AIIMS Patna

2 (viii) Accepting Authority : AO, AIIMS Patna

2(x)  Percentage on cost of materials and Labour to cover all overheads and profits : 15%

2(xi) Standard Schedule of Rates : DSR 2016 & Market rates

2 (xii) Department : AIIMS Patna

9 (ii) Standard Contract Form : Form D as attached with ITB

Clause 1

i. Time allowed for submission of Performance Guarantee from the Date of issue of letter of acceptance / LOA : 7 days

ii. Maximum allowable extension beyond the period provided in (i) above (With late fee @0.1% per day of performance guarantee Amount) : 7 days

Clause 2

Authority for fixing compensation under clause 2 : Executive Engineer, AIIMS Patna

Clause 2A

Whether clause 2A shall be applicable : No

Clause 5

Number of days from the date of issue of letter of Acceptance for reckoning date of start : 10 days
### Milestone(s) as per table given below

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Milestones (physical)</th>
<th>Time allowed in days (from the date of start)</th>
<th>Amount to be withheld in case of non achievement of milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Two Milestones to be mutually decided within a week of start of work.</td>
<td>To be mutually decided</td>
<td>1% of contract value for each non achievement of milestones</td>
</tr>
</tbody>
</table>

### Time allowed for execution of work

: One Month

### Authority to decide:-

i) Extension of time : Executive Engineer, AIIMS Patna

ii) Rescheduling of milestones : Executive Engineer, AIIMS Patna

iii) Shifting of date of start in case of delay in handing over of site : Executive Engineer, AIIMS Patna

### Clause 6, 6A

Clause applicable 6 or 6A : 6A- applicable

### Clause 7

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

Rs. 2.5 lakhs

### Clause 10A

List of testing equipments to be provided by the contractor at site lab:

As per direction of Engineer-in-Charge as required at site

### Clause 10B (i)

Whether clause 10 B (i) applicable : Not applicable

### Clause 10B (ii)

Whether clause 10 B (ii) applicable : Not applicable

### Clause 10B (iii)

Whether clause 10 B (iii) applicable : Not applicable

### Clause 10C

Whether clause 10 C applicable : Not applicable

### Clause 10 CA

Whether clause 10 CA applicable : Not applicable

### Clause 10 CC
Whether clause 10CC applicable : Not applicable

**Clause 11**

Specifications to be followed for execution of work : CPWD specifications updated up to the date of receipt of tender / bid

**Clause 12**

Type of work : New work

12.2 & 12.3 Deviation limit beyond which Clauses 12.2 and 12.3 shall apply : 30% (Thirty percent)

12.5 (i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work) : 30% (Thirty percent)

(ii) Deviation Limit for items in earthwork Subhead of DSR or related items : 100% (Hundred percent)

**Clause 16**

Competent authority for deciding reduced rates : Executive Engineer, AIIMS Patna

**Clause 18**

List of mandatory machinery, tool & plants to be deployed by the contractor at site:-

T&P and machinery required at site as per site conditions as directed by Engineer-in-Charge

**Clause 25: Constitution of Dispute Redressal Committee (DRC)**

Chairman : Director, AIIMS Patna
Member : Executive Engineer, AIIMS Patna
Member : Financial Advisor, AIIMS Patna

**Clause 31**

Whether clause 31 applicable : Yes applicable

**Clause 31 A**

Whether clause 31A applicable : Not applicable

**Clause 36 (i)** Requirement of Technical Representative(s) and recovery rate : Not applicable
SPECIAL CONDITIONS OF CONTRACT

1. Several documents forming part of the contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies in conditions or specifications, the same shall be explained, adjusted and clarified by the engineer-in-charge. In case contractor does not agree with the decision given by the engineer-in-charge, then the matter on his written notice shall be referred to Administrative Officer and his decision will be final and binding.

2. All samples as per acceptable makes given in the tender shall be submitted within 7 days of commencement of work in writing along with a certificate stating that the sample meets all the specifications as per contract. In the event of any variations found subsequently including and up to defect liability period, contractor will replace the same with material of correct specifications without any additional cost (including dismantling / demolition of related items, if required, and re-fixing/redoing these items). If Contractor fails to meet his obligation, the same will be got done by the department and cost shall be deducted from performance security. Contractor shall have no claim whatsoever on such amount deducted and the decision of Executive Engineer shall be final and binding.

3. Cost of all tests whether to be carried out at site or in government approved laboratories to check the quality and specifications shall be deemed to have been included in the rates quoted by the Contractor and no extra claim on this account will be admissible. All the tests shall be done as per CPWD specifications.

4. Work will be executed during functioning of the Institute and will have restricted working hours. Contractor has to plan his work accordingly. No claim for any delay due to functioning of Institute or any other reasons shall be admissible. However, suitable extension of time will be granted based on actual hindrance and recommendations of Engineer-in-Charge.

5. Contractor will ensure that adequate security staff is deployed for the watch and ward of material brought at site. Department will not be responsible for any loss of materials brought at site due to any reason whatsoever, and no claim shall be admissible on this account. Contractor may take all risk insurance policies for the manpower and material including work done till the completion of the work. However, in case does not take any insurance policies, this will not absolve the contractor’s responsibility of carrying out entire work without any claim whatsoever for any reasons.
## Schedule of Work

**Name of Work:** Supply of Plumbing Items for Maintenance of all Building, AIIMS Patna

<table>
<thead>
<tr>
<th>S No.</th>
<th>Product Name</th>
<th>Description/Make</th>
<th>Qty.</th>
<th>Unit</th>
<th>Rate (Inclusive of all taxes)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CP NIPPLE 2&quot;</td>
<td>Make-PMI</td>
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**Bidder Signature with Seal**
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**Total Amount (Inclusive of all taxes)**

**Bidder Signature with Seal**