



**“TENDER FOR “EXTERIOR PAINT IN HOSPITAL AND  
ACADEMIC BUILDING OF ALL INDIA INSTITUTE OF  
AYURVEDA (AIIA), SARITA VIHAR, NEW DELHI”**

**OWNER**

**(ALL INDIA INSTITUTE OF AYURVEDA, NEW DELHI)**

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**TENDER**  
**ALL INDIA INSTITUTE OF AYURVEDA**



**SUMMARY OF TENDER**

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|--|---|
| <b>Tender inviting Authority Designation &amp; Address</b> | <b>Director</b><br><b>All India Institute of Ayurveda, Gautampuri, Sarita Vihar, Mathura Road, New Delhi-110076</b><br><b>Email: director@aiia.gov.in</b><br><b>Fax No:011-29948660</b> |
| <b>Name of Work</b>  | <b>Exterior paint in Hospital and Academic Building of All India Institute of Ayurveda (AIIA) at AIIA, Sarita Vihar, New Delhi.</b>   |
| <b>Tender Fee</b>  | <b>Nil</b>  |
| <b>EMD</b>   | <b>20000.00(Twenty Thousand)</b>  |
| <b>Date of issue of tender documents.</b>                  | <b>From 02.06.2022 to 22.06.2022 till 1500 Hrs, can be downloaded from the website of AIIA.</b>   |
| <b>Date of submission of Tender</b>                        | <b>The sealed Tender so as to reach this office on or before 22.06.2022 latest by 1500 hrs</b>  |
| <b>Date of Prebid Meeting</b>                              | <b>On 14.06.2022 1530 hrs at AIIA, Sarita Vihar, New Delhi.</b>   |
| <b>Date of opening of Tender</b>                           | <b>On 22.06.2022 1530 hrs in presence of party who may be present.</b>  |
| <b>Estimate cost</b>                                       | <b>Rs. 10,00000.00 (Ten Lakhs) Approx.</b>  |
| <b>Completion time</b>                                     | <b>60 Days</b>  |
| <b>Envelope-1</b>  | <b>Pre-qualifications Documents with Tender Document</b>  |
| <b>Envelope-2</b>  | <b>Financial Bid Only</b>   |

31/5/22



**NOTICE INVITING TENDER**

File No: J-50/8/2020-AIIA / 812

Dated: 01/06/2022

All India Institute of Ayurveda (AIIA) invites item rate tender under two bid systems for **“Exterior Paint in Hospital and Academic Building of All India Institute of Ayurveda (AIIA), New Delhi.”** as detailed below:

**Name of the work: EXTERIOR PAINT IN HOSPITAL AND ACADEMIC BUILDING OF ALL INDIA INSTITUTE OF AYURVEDA (AIIA), SARITA VIHAR, NEW DELHI.**

Scaled Tenders are invited on behalf of **All India Institute of Ayurveda (AIIA), New Delhi for EXTERIOR PAINT IN HOSPITAL AND ACADEMIC BUILDING OF ALL INDIA INSTITUTE OF AYURVEDA (AIIA), SARITA VIHAR, NEW DELHI.**

**Introduction :** All India institute of Ayurveda an autonomous body under Ministry of AYUSH, Govt. of India .The first ever All India institute of Ayurveda (AIIA) into set of along the lines of AIIMS was dedicated to the nation by the honourable Prime Minister, Sh. Narendra Modi on 2<sup>nd</sup> Ayurveda day on 17<sup>th</sup> October 2017 at New Delhi AIIA, New Delhi Strives hard to improve health status and expand preventive promotive curative palliative and rehabilitative services to the large sectors of the society. AIIA, New Delhi invites from Contractor/agency.

## **INFORMATION AND INSTRUCTIONS FOR TENDERERS**

The details of work to be carried out and its scope is given in the "Notice Inviting Tender" which also indicate a brief description of the project where work is to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.

1. The tenderers, in their own interest, are also advised to inspect and examine the site and its surroundings and satisfy themselves, before submitting their tenders, in respect of the site conditions including, but not restricting to, the following which may influence or affect the work or cost thereof under the contract.

Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.

All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost hereof under this contract.

2. The Tenderers should note and bear in mind that the AIIA. shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderer shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge of understanding shall be entertained or payable by the AIIA.

3. The offer should be valid for 60 (Sixty) days from the date of opening of the tender.

4. The tender should be submitted in the prescribed form and the same should be signed properly as laid down hereunder:

a) If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.

b) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full name and current business addresses, or by a partner holding the power of attorney of the firm by signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall accompany the tenders.





- c) If the tender is submitted by a limited company or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its signature.
- d) All witnesses and sureties shall be persons of status and their full names, occupation and addresses shall be stated below their signatures. All signatures affixed on each page in the tender will be dated.
- e) The tender for the works shall not be witnessed by a tenderer or tenderers who himself/themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the tenderer tendering as well as of the witnessing the tender liable to rejection.
5. The earnest money deposit will be returned to the unsuccessful tenderers after expiry of validity period or on finalization of tender whichever is earlier.
6. The rates shall be written both in words and in figures. Tenderer shall also show the total of each item, the total of each schedule and the grand total of the whole contract, corrections, if any, shall be made by crossing out, initialing, dating and rewriting. In case of conflict between the figures and words in the rates, the later shall prevail.
7. The corporation shall have the right of rejecting all or any of the tenders and split the work between two or more parties or may reduce the scope of work and also will not be bound to accept the lowest or any other tender and the Corporation's decision in this regard shall be final and binding on all tenderers.
8. Tenders will be opened in the presence of tenderers who may be present at the time of opening of tender. Corporation's Officers will on opening of tender of the absentee tenderer, prepares a statement of the attested and unattested corrections in the tender over their signatures. Such a list shall then be binding on the absentee tenderer.
9. The tenderers shall not be entitled during the period of validity of their offers, to revoke or withdraw their tenders or vary any terms in regard thereof without the consent of the AIIA, in writing. Tenderer shall get his earnest money paid along with the tender forfeited for any violation of this clause.





If the tenderer fails to commence the work given in the scope of work within 7 days from

1. the date of issue of written order to commence the work, the AIIA shall have a right to forfeit the earnest money deposited by the tenderer absolutely without prejudice to other rights and remedies available with AIIA.
2. The "Notice Inviting Tender" and this "Information and Instructions for Tenderer" shall form part of the Tender Documents.
3. Any addendum/corrigendum issued before the date of opening of tender will form part of tender documents.
4. Intending tenderers should visit the site, satisfy themselves regarding the site conditions, location of site, access roads to the site and collect all relevant information required before tendering for the work, tenderer shall be deemed to have full knowledge of the site, specifications and no excuse as regard to want of information or clarification shall be considered after the tender has been received.

Dated: \_\_\_\_\_

Signature of the Contractor



To,

Director, AIIA  
(All India Institute of Ayurveda)  
Gautampuri, Sarita Vihar,  
Mathura Road, New Delhi – 110076

I/We have read examined the following tender documents relating to the work of  
**“Exterior Paint in Hospital and Academic Building of All India Institute of  
Ayurveda, (AIIA) New Delhi.”**

- a) Notice inviting tender
- b) Information and Instructions for Bidders
- c) Warranty Form
- d) Criteria for Pre-qualification
- e) Scope of Work
- f) Terms and Conditions
- g) BOQ and Quotation Performa

I/We hereby, tender for execution of the works referred to in the documents mentioned in paragraph 1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance with the specifications, and other details given therein within the period(s) of completion as given in Notice Inviting Tenders and subject to such terms and conditions as stipulated.

I/We agree to keep this tender open for acceptance for 120 days from the date of opening thereof and also agree not to make any modifications in its terms and conditions of our own accord.

A sum of Rs. \_\_\_\_\_ is hereby forwarded in form of Demand draft/FDR/BG as earnest money.

I/We agree if I/We fail to keep the validity of tender open, as aforesaid, or make any modification in the terms and conditions of my/our tender of our own accord and/or after the acceptance of our tender if I/We fail to commence the execution of the works, as provided in the document referred to in paragraph 1 above, I/We shall become liable for forfeiture of my/our earnest money, as aforesaid, and the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I/We agree to abide by and fulfil all the terms and conditions and provisions of the abovementioned tender documents.

I/We certify that the tender submitted by me/is strictly in accordance with the terms, conditions, specifications, etc. as contained in your tender documents, referred to in paragraph 1 above, and it is further certified that it does not contain any deviations to the aforesaid document.

Witness

Signature in the capacity of:  
Duly authorized to sign the  
tender On behalf of the (in block letter)





## WARRANTY FORM

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the Bidder) having carefully studied all the documents, specifications, etc. pertaining to the contract for **“Exterior Paint in Hospital and Academic Building of All India Institute of Ayurveda, (AIIA) New Delhi.”**

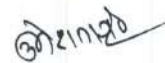
### DO HEREBY WARRANTY THAT

1. The Bidder is familiar with all the requirements of the contract.
2. The Bidder has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The Bidder is satisfied that the work can be performed and completed as required in the contract.
4. The Bidder accepts all risks directly or indirectly connected with the performance of the contract.
5. The Bidder has had no collusion with other Bidders, with any of the personnel in Department executes the said works according to the terms and conditions of the contract.
6. The Bidder is financially solvent.
7. The Bidder is experienced and competent to perform the contract to the satisfaction of the Engineer-in-charge.
8. The statement submitted by the Bidder is true.
9. The Bidder is familiar with all general and special laws, acts, ordinance, rules and regulations of the municipalities, district, state and central govt. that may affect the work, its performance or personnel employed therein.

Dated: \_\_\_\_\_

For & behalf of the Bidder





(On the letter head of the Tenderer)

To,  
Director, AIIA  
(All India Institute of Ayurveda)  
Gautampuri, Sarita Vihar,  
Mathura Road, New Delhi – 110076

**ACCEPTANCE OF TENDER CONDITIONS**

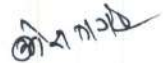
Sir,

The tender documents for the work “**Name of Work\_\_\_\_\_**” been downloaded by me/us/ from official website tendering site of All India Institute of Ayurveda and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

1. The contents of the Tender documents have been noted where in it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/conditions(s) (except unconditional rebate on price, if any) in the tender enclosed in “Envelope-2 and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of the Envelope 2, I/we agree that the tender shall be summarily rejected and AIIA shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
2. I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements. In case this provision of the tender is found violated at any time before or after opening of the Price bid/Award, I/we agree that the tender/Award shall be summarily rejected and AIIA shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money/any other amount payable under this contract absolutely.
3. The required earnest money for this work is enclosed herewith.
4. If I/we will not fulfill the minimum qualifying criteria of the tender I/we not lodge any claim for opening of envelope 2 of the tender.

Dated: \_\_\_\_\_

Yours faithfully,  
(Sig. of the tenderer) with rubber stamp



## CRITERIA FOR PREQUALIFICATION

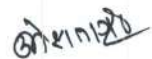
The intending Bidder should fulfill the following minimum pre-qualifying criteria: -

1. **Turnover:** Average Annual Financial Turnover during the last three years, ending 31<sup>st</sup> March of the previous financial year should be at least 50% of the estimated cost. Balance sheet duly audited by CA along with profit & loss statement needs to be enclosed.
2. **Experience:** The Agency interested in bidding should have completed the work of similar nature during last 3 years ending last day of month previous to the one in which tenders are invited.
  - a. Three similar work completed each of value 40% of the estimated cost.  
Or
  - b. Two similar works completed each of value 50% of the estimated cost.  
Or
  - c. One similar work completed of 80% of value of the estimated cost.
3. **EPF Registration:** The agency should have valid EPF registration. Certificate needs to be enclosed if required as per labour laws
4. **Joint Venture:** Joint Ventures are not permitted.
5. **GST Registration:** The agency should have valid GST registration no. Supporting document needs to be enclosed.
6. **Self-Declaration** by the agency that they are not blacklisted / debarred /or have not abandoned any work of any government Authority/Department on Non-Judicial Stamp Paper of Rs. 100.00 duly notarized.
7. **Profitability:** The bidder should be a profit(net) making firm and should not have incurred any loss in the last 2 (two) financial years or any three out of last five years ending 31<sup>st</sup> March, 2021 duly certified by Chartered Accountant.
8. Bidder has to submit the undertaking in organization letter head that they have visited the site.

### TERMS & CONDITIONS

#### **1. FORCE MAJEURE**

In the event of any failure, interruption or delay in performance of obligations resulting from acts, events or circumstances of force majeure, including but not limited to acts





of God, neither party shall be liable or have any responsibility of any kind for any loss or damage incurred or suffered by the other as a result of such failure, interruption or delay.

## **2. COMMERCIAL**

- (a) The payment shall be released after satisfactory of works
- (b) The contract price should be including all taxes, duties & levies (both central & local), GST, Profit & overheads etc.
- (c) In case any tax deduction is made at source by the user, the corresponding certificate and payment advice should be provided along with the payment or within seven days of payment made.

## **3. TAXES AND DUTIES**

- (a) The Contract Price is inclusive of all taxes, duties, cess and statutory levies payable under any law, including but not restricted to Goods and Services Tax (GST), levied by Union and State Governments (CGST, SGST, UTGST, IGST), labour cess, Customs Duty, Royalty, Toll Tax and any other such taxes and duties leviable by local State/Union Government from time to time on all such articles, materials which may be used for this work or otherwise payable.
- (b) In case of change in rate of tax or any provision relating levy of tax resulting in increase in burden of tax on the contractor, the contractor shall not be entitled to receive any compensation for such increase in quantum of tax payable by the contractor. Similarly, no recovery shall be made from the contractor on account of decrease of rate of tax or any provision relating to levy of tax.
- (c) Contractor must be registered under the Goods and Services Tax (GST) laws and copy of the registration certificate of the same shall be submitted to AIIA.
- (d) Apart from registration as mentioned at (c) above, Contractors shall also obtain all other necessary registrations required under any other Local/State/Union Government Statute for the execution of this contract, if any.

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*[Handwritten signature]*



- (e) Contractor must submit as a compliance of GST Laws. Tax invoice, as per applicable rules and regulations under the GST Act(s), failing which GST amount will be recovered by AIIA without any recourse or prior notice from the next invoices/Security Deposit/Bank Guarantees and/or available dues with AIIA.
- (f) The contractor/service provider shall be responsible for issuing of Tax Invoices, filing of statutory return and deposit of statutory taxes within the time limit as prescribed in law. Any Interest/penalty/taxes (non availment of input tax credit due to mismatch in GSTR2) which is required to be paid by AIIA due to the default by the Contractor/service provider to comply with the above-mentioned activity/provisions as prescribed in laws, rules and regulations shall be recovered from the Contractor/service provider and adjustment shall be made when mismatch is attended and solved and credit is extended to AIIA.
- (g) Apart from compliances mentioned at (f) above in the event of nonpayment/default in payment of taxes and duties and any other statutory compliances, under any other Local/State/Union Government Statute. AIIA reserves the right to withhold the dues/payment of contractor and made payment to Local/State/Union Government authorities or to Labourers, as may be applicable.
- (h) It is clearly understood that the contractor is fully aware of all GST Laws and his liabilities and responsibilities under the said laws including but not restricted to correct HSN/SAC code, applicable rate of taxes of GST or otherwise on which his liability has to be paid and discharged. AIIA shall have no liability or responsibility for any penalty or proceedings or any other liability levied or leviable on the contractor because of lower deduction or short deduction or any other such non compliance of the Contractor.
- (i) Bidders will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Act, 2017 (IGST)/Union Territory Goods and Services Tax Act, 2017 (UTGST) respective state's State Goods and Service Tax Act (SGST) also as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that full benefit of input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

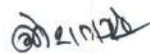


- (j) Anti-Profiteering Clause: Upon implementation of GST any reduction in tax on account of anti profiteering on supply of goods or services, the benefit of inputs tax credit shall be passed on to AIIA by way of commensurate reduction in prices.
- (k) In case any law requires AIIA to pay tax on the contract price on reverse charge basis, the amount of tax deposited by AIIA would be considered as paid to the contractor and accordingly, the price payable to the contractor would stand reduced to that extent.
- (l) Tax shall be deducted by AIIA from the amount payable to the contractor as per Income Tax act, GST Laws or any other Law as applicable.
- (m) Stamps duty and registration charges, if any, payable on the executed contract document shall be borne by the Contractor.

#### **4. ARBITRATION CLAUSE**

Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism: Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s). In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi. It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, AIIA., to which neither of the parties have any objection nor they shall ever object. Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).

It is also acknowledged and accepted that AIIA. is only working as Intermediary between the Sub- Contractor/Sub-Consultant and the Principal Employer/Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for





adjudication, then subject to corresponding clause in the Contract/Agreement/Work Order/Arrangement between Principal Employer/Client & AIIA, Principal Employer/Client shall also be made party to the said Arbitration proceedings. Also the award including costs if any passed against AIIA & costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.

The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law. The award of the arbitrator shall be final and conclusive and binding upon the Parties. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at New Delhi.

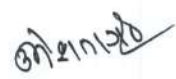
**5. Deduction of Income Tax & Labour Cess:** AIIA shall deduct 'Income Tax' & labour cess at source from all the payments to be made to the Bidder in accordance with the provisions of India Income Tax laws. The Bidder shall deposit Labour cess with appropriate authority and should submit the deposit challans/receipt to AIIA.

**6. Security Deposit:** The bidder have to submit PBG 3 % of total awarded value .

**7. Refund of Security Deposit:** Security deposit so retained from the bills of Bidders will be released on only after successful completion of the work.

**8. Performance Guarantee:** Within 15 days from the date of issue of LOA/LOI, the tenderer shall submit Performance Guarantee amounting to 5% of the awarded value of work in the form of Demand Draft or Fixed Deposit Receipt or Bank Guarantee from the Nationalized /Scheduled Bank (as per list enclosed) of equivalent value in favour of AIIA. No interest will be paid under any circumstances. Performance guarantee shall remain valid upto 90 days after completion of work. On receipt of the performance guarantee in the form of DD/FDR/BG the EMD will be refunded. An amount is to be deposited equivalent to 0.01% per day of the amount of Performance Guarantee for extended /delayed period of submission of Performance Guarantee. In no case the extension will be granted for more than 15 days. In case of non-submission of Performance Guarantee with in stipulated/extended period, it will be presumed that agency is





not interested in the work and EMD submitted will be forfeited without any notice. The performance guarantee shall be released to the bidder after successful completion of the work to satisfaction of the Engineer In-Charge.

**The Contractor shall submit genuine and valid Bank Guarantee to AIIA, The contractor agrees that the contractor shall not indulge in any fraudulent activity and in any point of time including after being successful bidder, if any fraudulent act shall have been committed by the Contractor, the AIIA shall have full rights to forfeit the EMD, Security deposit, Performance Guarantee whatsoever without any notice to the contractor apart from taking action as deemed fit under terms & conditions of contract including termination of the awarded work.**

**9. Fraudulent Act:** The contractor shall submit all genuine documents w.r.t. its credential such as work experience, Bank Guarantee and other documents to AIIA to qualify in the tender. The contractor agree that the contractor shall not indulge in any fraudulent activity and in any point of time including after being successful bidder, if any fraudulent act shall have been committed by the Contractor, the AIIA shall have full rights to forfeit the EMD, Security deposit, Performance Guarantee whatsoever without any notice to the contractor.

**10. Cancellation/Determination of Contract in full or part:** If the contractor submits non-genuine and invalid or fraudulent / forge documents, Bank Guarantee etc. to AIIA, AIIA without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to AIIA, by notice in writing, cancel the contract as whole or only such items work in default from the contract.

**11. Refund of Earnest Money Deposit:** The EMD of the lowest bidder can be refunded on submission of Performance guarantee or it may be considered as a part of Performance Guarantee.

**12.** Bidder will be responsible to bring to immediately notice of the Engineer-in-Charge any abnormal functioning or faulty operation of any equipment and take timely steps to avoid breakdown/ disruption.

**13.** Bidder shall be responsible for any damage to the equipment, machinery or system on account of negligence/ fault of the contractor's authorized staff and the same will have to be made good at his risk and cost.

**14.** Bidder must ensure safety of worker by the way of providing safety tools .insurance etc in case of any mis happening the AIIA shall not be responsible for any claimed any legal dispute etc .All such instances shall be sole responsibility of the bidder .

*[Handwritten signature]*

*07/11/22*



## 15. PAYMENTS

- 18.1 The bill shall be submitted by contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in previous months. The contractor shall prepare computerized bills using the program as approved by Engineer-in-Charge as per prescribed format/ pro-forma. The Contractor shall submit five numbers of hard copies and one soft copy of floppy/ CD for all bills, subject to clause herein below, the payment due to the contractor shall be made within fifteen days of getting the measurements verified from the Engineer-in-Charge or his subordinate/ representative and certification of bill by the Engineer-in-Charge.
- 18.2 All running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and / or accepted by AIIA and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the AIIA under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary/ affect the contract. The contractor shall submit the final bill within three months of the completion of work, otherwise AIIA's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor.
- 18.3 It is clearly agreed and understood by the Contractor that notwithstanding anything to the contrary that may be stated in the agreement between AIIA and the contractor, the contractor shall become entitled to payment only after AIIA has received the corresponding payment(s) from the client/ Owner for the work done by the contractor. Any delay in the release of payment by the client/ Owner to AIIA leading to a delay in the release of the corresponding payment by AIIA to the contractor shall not entitle the contractor to any compensation/ interest from AIIA.
- 18.4 All payments shall be released by AIIA by Payee's Account cheque from any of its offices in India directly at the address notified by the Contractor (Postage charges shall be charged to the contractor's account). In case of Payments is made by Demand Draft at the request of the Contractor, Bank Commission charges shall be debited to the account of contractor



**PROFORMA OF BANK GUARANTEE (FOR PERFORMANCE GUARANTEE)**

(Address as mentioned in Notice Inviting Tender)

Whereas the National Projects Construction Corporation Limited (hereinafter called "AIIA" which expression shall include its successors and assigns) having awarded a work order/contract / supply order No... Dated.....(hereinafter called the contract) to M/s. ....(Hereinafter called the contractor / supplier) at a total price of Rs..... subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs..... (Rupees.....) being .....% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to AIIA immediately on demand in writing and without protest/or demur all moneys payable by the contractor/supplier to AIIA in connection with the execution/ supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by AIIA by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by AIIA to the bank. Any such demand made by AIIA on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee, shall be limited to Rs... in the aggregate and the bank hereby agrees to the following terms and conditions:

- (i) This guarantee shall be a continuing guarantee and irrevocable for all claims of AIIA as specified above and shall be valid during the period specified for the performance of the contract including the period of i.e. upto.....
- (ii) We, the said bank further agree with AIIA that AIIA shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by AIIA against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or







omission on the part of AIIA or any indulgence by AIIA to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever AIIA may now or at any time have in relation to the performance of the works/equipment and the company shall have full recourse to or enforce this security in performance to any other security or guarantee which the AIIA may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for AIIA to proceed against the said contractor/supplier before proceeding against the Bank.
- (iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or in solvency of the supplier/contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to AIIA in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise affected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to AIIA in term share of.
- (vi) We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of AIIA in writing. Unless a claim is made in writing within three months from the date of expiry of this guarantee
- (vii) i.e. (three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

Signed this ..... day of ..... at.....

For and on behalf of Bank WITNESS.

1. \_\_\_\_\_

2. \_\_\_\_\_



## AGREEMENT FORM

This agreement made this day of (Month) (Year), between the (AIIA New Delhi – 110 076 (hereinafter referred to as the “AIIA” which expression shall include its administrators, successors, executors and assigns) of the one part and M/s (NAME OF CONTRACTOR) (hereinafter referred to as the ‘Contractor’ which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, AIIA, has desirous of construction of (NAME OF WORK) (hereinafter referred to as the “PROJECT”) on behalf of the (NAME OF OWNER/MINISTRY) (hereinafter referred to as “OWNER”), had invited tenders as per Tender documents vide NIT No. AND WHEREAS (NAME OF CONTRACTOR) had participated in the above-referred tender vide the in tender dated \_\_\_\_\_ and AIIA has accepted the award the contract for (NAME OF PROJECT) on the terms and conditions contained in its Letter of Intent No. \_\_\_\_\_ and the documents referred to therein, which have been unequivocally accepted by (NAME OF CONTRACTOR) vide their acceptance letter dated \_\_\_\_\_ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

### **1.0 AWARD OF CONTRACT**

#### **SCOPE OF WORK**

AIIA has awarded the contract to (NAME OF CONTRACTOR) for the work of (NAME OF WORK) on the terms and conditions in its letter of intent No. \_\_\_\_\_ dated \_\_\_\_\_ and the documents referred to therein. The award has taken effect from (DATE) i.e. the date of issue of aforesaid letter of intent. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Tender Documents” referred to in the succeeding Article.

### **2.0 TERMS AND CONDITION**

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

- a) AIIA Notice Inviting Tender vide No. \_\_\_\_\_ date \_\_\_\_\_ and AIIA's tender documents consisting of:
  - i) Terms and Condition including Performa & appendices along with

*[Handwritten signature]*

*[Handwritten signature]*



amendment(s)/ errata (if any) issued.

ii) Bill of Quantities along with amendment(s)/corrigendum(s), if any

iii) \_\_\_\_\_

iv) \_\_\_\_\_

b) (NAME OF CONTRACTOR) letter proposal dated \_\_\_\_\_ and their subsequent Communication:

i) Letter of Acceptance of Tender Conditions dated

ii) \_\_\_\_\_

c) All the aforesaid contract documents referred to in Para 1.0 and 2.0 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by AIIA in its Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "TENDER" but not agreed to specifically by AIIA in its Letter of Intent, shall be deemed to have been withdrawn by the Contractor without any cost implication to AIIA. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Intent shall be referred to as the "Contract".

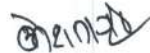
### 3.0 CONDITIONS & CONVENANTS

The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in AIIA's Letter of Intent No. \_\_\_ dated \_\_\_ are to be read in conjunction with other aforesaid contract documents. The contractor shall duly perform the contract strictly and faithfully in accordance with the terms of this contract.

The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent. Contractor shall adhere to all requirements stipulated in the Contract documents. Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Letter of Intent.

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent





of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be affected only by a written instrument signed by the authorized representative of both the parties.

The total contract price for the entire scope of this contract as detailed in Letter of Intent is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), which shall be governed by the stipulations of the contract documents.

#### 4.0 – NO WAIVER OF RIGHTS

Neither the inspection by AIIA or the Engineer-in-Charge or Owner or any of their officials, employees or agents nor order by AIIA or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by AIIA or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to AIIA, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

#### 5.0 – GOVERNING LAW AND JURISDICTION

The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Delhi court(s) only.

#### Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned (as per Zone).

For and on behalf of  
(NAME OF CONTRACTOR)

WITNESS:

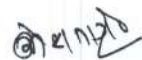
- 1.
- 2.

For and on behalf of:

ALL INDIA INSTITUTE OF AYURVEDA

WITNESS:

- 1.
- 2.



## Financial Bid

| CIVIL DSR ITEM |           |  |      |      |                          |        |
|----------------|-----------|--|------|------|--------------------------|--------|
| Sr. No         | DSR- 2021 | DESCRIPTION  | Unit | Qty  | Rate                     | Amount |
| 1.             | 13.112.1  | Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade<br>Old work (Two or more coats applied @ 1.43 ltr/10 sqm)<br>over existing cement paint surface | sqm  | 3860 |                          |        |
| 2.             | 13.112.2  | Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade<br>Old work (one or more coats applied @ 0.83 ltr/10 sqm).                                      | Sqm  | 7860 |                          |        |
|                |           |  |      |      | <b>Total Amount</b>      |        |
|                |           |  |      |      | <b>GST as applicable</b> |        |
|                |           |  |      |      | <b>Grand Total</b>       |        |

