Notice Inviting Tender

for

Provision of Aluminium Partition for Office Room of EE (AC & R) at 4th Floor of Nursing College, AIIMS, Bhubaneswar

(File No. : AIIMS/BBSR/Engg./ **452** refers)

अखिल भ संस्थान,
All India Ins al Sciences
Engineering Branch, Bhubaneswar(Odisha)-751019
www.aiimsbhubaneswar.edu.in

NIT No.	:	**AIIMS/BBSR/Engg./033/2018-19**
NIT Issue Date	:	24th Oct 2018
Last Date of Submission	:	31st Oct 2018 (by 1400hours)

"Certified that, this tender Document contains **23 (Twenty Three)** pages only**".**

Executive Engineer (Civil),
Project Cell, AIIMS, Bhubaneswar

Name of Work : **Provision of Aluminium Partition for Office Room of EE (AC & R) at 4th Floor of Nursing College, AIIMS, Bhubaneswar.**

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INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR TENDERING FORMING PART OF NIT.

Item Rate Bids are invited on behalf of the Director, AIIMS, Bhubaneswar from approved and eligible Contractors of CPWD, BSNL, MES & State PWD registered contractors of appropriate class in **Single Bid System** for the following work :-

Ser. No.	Particulars	Particulars
1	NIT No.	**AIIMS/BBSR/Engg./ 033 /2017-18**
2	Name of Work & Location	**Provision of Aluminium Partition for Office Room of EE (AC & R) at 4th Floor of Nursing College, AIIMS, Bhubaneswar.**
3	Estimated Cost put to Tender (In Rs.)	Rs. **1,94,162/-** (Rupees **ONE LAKH NINETY FOUR THOUSAND ONE HUNDRED AND SIXTY TWO** only)
4	Earnest Money (In Rs.)	Rs. **3,883/-** (Rupees **THREE THOUSAND EIGHT HUNDRED AND EIGHTY THREE** only)
5	Performance Guarantee (in Rs.)	**05% of Tendered Value.**
6	Period of Completion	**15 (Fifteen) Days.**
7	Last date & time of Submission of eligibility criteria and Financial Bids	**31st Oct 2018 up to 1400 hours.**
8	Time & Date of Opening of Tender/Bid	**31st Oct 2018 at 1530 hours.**

1. The intending bidder must read the terms and conditions of Tender document carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents/certificates required.

2. The bid documents (Information & Instructions) consisting of plans, specifications, the schedule of quantities of various types of items to be executed and these to of terms and conditions of the contract to be complied with and other necessary documents can be obtained from O/o Executive Engineer (Civil) on producing an application or can be downloaded from Institutional website (i.e. from www.aiimsbhubaneswar.edu.in). The **Bid/Tender Paper can only be obtained after depositing** (Non-Refundable, **Cost of Tender Paper**) **for Rs 500/-** (Rupees **FIVE HUNDRED** only) in favor of AIIMS, Bhubaneswar in form of Demand Draft.

3. The enlistment of the contractors should be valid on the last date of sale of Tenders. In case the last date of submission of bid is extended; the contractor should be valid on the original date of submission of bids. Incase both the last date of receipt of application and sale of Tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of Tender or on the extended date of sale of Tenders.

4. Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works. **The Work Completion Certificate (*for similar value of works*) (Experience Certificate) has to be obtained/provided by the Bidder from the Authority not below the Rank of Executive Engineer**.

5. Agreement shall be drawn with the successful bidders on prescribed Form of AIIMS, BHUBANESWAR which is available against the Tender Documents. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

6. The time allowed for carrying out the work will be **15 (Fifteen) Days** 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, if any, indicated in the bid documents.

7. ***The site for the work is readily available***.

8. The Tender should be submitted in 02 (Two) Envelope System.

(a) **Envelope - 1**. Should consists of following documents as per Page 10 :-

(i) **Tender Processing/Purchasing Fee for Rs. 500/-** (Demand Draft in Original/Photo Copy).
(ii) **Earnest Money Deposit** (EMD) **for Rs. 3,883/-** (Demand Draft in original).
(iii) Xerox copy(ies) of self-attested valid License/Registration.
(iv) Xerox copy of self-attested GST Documents.
(v) Xerox copy of self-attested VAT Clearance Certificate.
(vi) Xerox copy of self-attested EPF Document(s).
(vii) Xerox copy of ESI Document(s).
(viii) Xerox copy(ies) of Experience Certificate(s) from the Officer not below the rank of Executive Engineer.

(b) **Envelope - 2**. Consisting of **Schedule of Quantities** as per Page(s) 23 Only.

(c) All the above 02(Two) Envelopes (i.e. Envelope - 1 & 2) shall **be put in 03rd Covering Envelope** and must be **"superscripted"** with the subject Tender as Tender for "**Provision of Aluminium Partition for Office Room of EE (AC & R) at 4th Floor of Nursing College, AIIMS, Bhubaneswar"** (i.e. name of the work).

(d) The Bidder(s)/Tenderer should also furnish their detailed Office Address along with contact number on all the three Envelope(s) for reference.

(e) The Tender paper/documents **can be dropped on Tender Box available in Office of Executive Engineer (Civil), 1st Floor, Academic Block, AIIMS, Bhubaneswar-751019**. For any query, Executive Engineer (Civil), AIIMS, Bhubaneswar, Phone : 0674 - 2476068 may be contacted.

9. The bids submitted shall be opened **at 1530 hours on 31st Oct 2018.**

10. The bid submitted shall become invalid and cost of Tender processing fee shall not be refunded if :-

(a) The bidders are found ineligible.

(b) The bidders do not submit all the documents as stipulated in the bid document.

11. Intending 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 mean suffices 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 bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

12. The Competent Authority on behalf of Director, AIIMS, Bhubaneswar does not bind itself 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 bidders shall be summarily rejected.

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

14. The Competent Authority on behalf of Director, AIIMS, Bhubaneswar reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

14. 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 permission of the Government of India in writing. This contract is liable to be cancelled if 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.

16. The bid for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of bid incase bids are invited on 02/03 bid system if any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work. This notice inviting Bid shall form a part of the contract document. The successful bidders/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 :-

(a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

(b) Standard and make C.P.W.D. Form 7/8 or other Standard and make C.P.W.D. Form as applicable.

17. Delayed/Late/Conditional quotations/Tenders shall not be accepted at all.

18. Security Deposit equal to 05% of the Contract Value will be deducted from the Bills of the Contractor @ 05% of Bill amount.

19. (a) The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.

(b) The quoted Rates shall be inclusive of GST.

(c) Labour CESS @ 01% will be deducted from the Bill.

20. After the evaluation of the Bid(s), AIIMS, Bhubaneswar will award the contract to the lowest evaluated responsive tenderer. Conditional Bid will be treated as unresponsive and will be rejected.

21. All the work shall be completed within **15 (Fifteen) Days** from the date of issue of work Order by the Institute. All the aspects of safe installation shall be the exclusive responsibility of the Contractor. If the contractor fails to complete the work on or before the stipulated date, than a penalty at the Rate of 0.50% per week of the total order value shall be levied subject to maximum of 10% of the total order value.

22. All arbitration shall be held in accordance with the provision of the arbitration and conciliation Act-1996 and the venue of arbitration shall be at Bhubaneswar. The decision of the Arbitrator shall be final and binding on both the Parties.

23. *The Bid(s) shall be opened* ***on 31st Oct 2018*** *at 1530hours. After the evaluation of the Bid(s), AIIMS, Bhubaneswar will award the contract to the lowest evaluated responsive tenderer. Conditional Bid will be treated as unresponsive and will be rejected.*

24. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bhubaneswar (Odisha), India only.

25. Bidder shall submit a copy of the Tender Document and Addendum/Corrigendum thereof if any, with each page of this document should signed and stamped to confirm the acceptance of the entire Terms & conditions as mentioned in the Tender Enquiry document.

26. All the work should be done as per CPWD Specification and relevant Codes.

Executive Engineer (Civil),
AIIMS, Bhubaneswar

SPECIAL CONDITIONS OF CONTRACT

Name of Work : **Provision of Aluminium Partition for Office Room of EE (AC & R) at 4th Floor of Nursing College, AIIMS, Bhubaneswar.**

1. **Discrepancy between Specifications**. In case of discrepancy in the specifications or any other matter, the matter shall be brought by the contractor to the notice of the Engineer-in-Charge for further decision.

2. **Contractor to employ Qualified Supervisor**. The contractor shall employ Skilled Supervisor to supervise and execute the work.

3. **Inconvenience to the Public**. The Contractor shall not deposit or store any materials at any site without permission of the Engineer. The materials will be stored at such places only with prior approval of the Engineer as there is no obstruction in Traffic or other Agencies.

4. **The provision against Accident & Safety Measures**.

   (a) The Contractor will take all necessary precautions against a Fire during the course of his work and will ensure the work against Fire at his own cost.

   (b) He will also take all case against likely damage of Floor, Walls, Doors, Windows or any part of the Building. In case of any damage or loss, the contractor has to make good at his own cost.

5. **Specifications**. In the absence of specifications for any work or material, relevant Indian Standard (ISI) Specification shall be applicable.

6. **Cleaning the Site**. The site described and shown on the plans, shall be cleared off all the rubbish of all kinds etc. complete. After completion of the work and the site shall be handed over in neat and clean condition.

7. **Secrecy**. In a view to safeguard the Secrets & Confidential information relating to All India Institute of Medical Science, Bhubaneswar, the Tenderer binds himself and his successors to secrecy & contracts to bind to secrecy of his Officials, Managers, Technical Senior Staff & all other staff directly or indirectly concerned in or whom have to acquire information relation to the AIIMS, Bhubaneswar equipment and the Tenderer shall access to any such information.

8. **Security Rules**. The Contractor shall follow at Site Security rules regarding removal of materials from site, issue of materials from site, issue of materials from stores, issue of Identity Card etc., as may be framed from time to time by the Engineer. It is to note that the Security Section is empowered to carry out the checks.

9. **Care in case of occupied buildings**. Tenderer may also note that when the subject work is to be carried out in the premises of occupied residential and other buildings which are already under occupation, all care shall be taken to protect personal and/or Government materials fixtures, appliances, equipment's etc. In case of any damage to any of the existing arrangements, contractor is liable to do such work to its original and/or shall be liable to pay the cost of such damages/losses. The work shall be carried in close co-ordination with occupants of these buildings without any hindrance and interruption.

10. **Supply of Tools, Tackles & other materials**. For full completion of the work, Contractor shall at his own expense arrange and furnish all necessary work tools, tackles, scaffolding, tagaries, mugs, scrappers, wire brushes etc., that may be required to complete the work under contract.

11. **Inspection of Work**. Engineer or any person appointed by them shall have access and right to inspect the work, or any part thereof at all times and places during the progress of the work. The inspection and supervision is for the purpose of assuring owner and/or Engineer and their representative will extend to contractor all desired assistance in interpreting the plans and specifications, all such assistance shall not relieve contractor from any responsibility for the work. Contractor without delay shall correct any work, which proves faulty.

12. Contractor shall take all precautionary measures to avoid any damages to adjoining property. All necessary arrangement shall be made at his own cost.

13. The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed.

14. Normally, Contractors shall not be allowed to work at night. Work at night shall, however, be allowed if the site condition/circumstances so demand. However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained. In such situations, the Contractor shall make available to the department in proper means of transport such as vehicle at his own cost.

15. The contractor shall be responsible for the procurement of all the materials required to complete the work.

16. The work included in this Contract consists of "**Provision of Aluminium Partition for Office Room of EE (AC & R) at 4th Floor of Nursing College, AIIMS, Bhubaneswar"** with extruded built up standards sections, appropriate Z Sections and other sections of approved make with float glass sheet of nominal thickness of 5mm and Aluminium Mosquito Net.

AFFIDAVIT

(To be submitted on Letter Head of the Company/Firm)

I/We hereby certify that, the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I/We also certify that, Firm will supply the item(s) as per the specification given ny Institution and also abide all the Terms & Conditions stipulated in Tender.

I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may imposed any action as per NIT Rules.

"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 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".

Business Address :-
_____
_____
_____

Name :

(Signature of Bidder with Firm's Seal)

Place : _____

Dated : _____

Tendered Details (Check List)

Ser. No.	Details of the Tenderer/Bidder	Details	Page No.		Remarks
			From	To	
1.	Name of the Tenderer/Bidder				
2.	Complete Address				
3.	State clearly whether it is sole Proprietor or Partnership firm or a company or a government Department or a Public Sector Organization. (If not proprietorship, for which Certificate of Internship /Memorandum of Arbitration)				
4.	Details of the Earnest Money Deposit (EMD) (Yes/No) DD No. - Dated - Drawn on Bank - Amount - **Rs. 3,883/-** (Rupees **ONE THOUSAND FOUR HUNDRED AND SEVENTY EIGHT** only)				
5.	Details of Tender Processing Fee (The cost of Tender documents) (Yes/No) DD No. - Dated - Drawn on Bank - Amount - **Rs. 500/-** (Rupees **FIVE HUNDRED** only)				
6.	Whether each page of NIT and its annexure have been signed and Stamped.				
7.	Whether Bidders have quoted for each and every item mentioned in financial Bid (Yes/No) (If No, then please attach a list of quoted items with the technical Bid without indicating price)				
8.	Copy of VAT/CST/ST Registration				
9.	Permanent Account No. and latest acknowledgement of IT Return				
10.	Sales Tax Registration No.				
11.	Sales Tax Clearance Certificate				
12.	e-Mail ID				
13.	Contact No.				
14.	Contractor's License No Validity				
15.	Affidavit (as per Page 09)				
16.	Schedule of Quantities [as per Page(s) 23 Only]				

Business Address :-

_____

_____

_____

Name :

(Signature of Bidder with Firm's Seal)

Place : _____

Dated : _____

DECLARATIONS TO BE GIVEN BY THE TENDERERS

It is to certify that :-

(a) I/We have gone through CPWD W-8 amended up-to correction Slips as available on website or in the office of Executive Engineer (Civil) and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

Date : **(Signature of the Tenderer)**

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

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

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

Date : **(Signature of the Tenderer)**

(c) "I, …….. S/o Sri …… resident of …….. hereby certify that none of my relative(s) is/are employed in AIIMS, Bhubaneswar (Odisha). In case at any stage, it is found that the information given by me is false/ incorrect, AIIMS, Bhubaneswar shall have the absolute right to take any action as deemed fit without any prior intimation to me".

NOTE:- (To be certified by all the partners in case of partnership firms, by all the directors in case of companies).

Date : **(Signature of the Tenderer)**

Other Partners :-

1. Sri _____ S/o Sri _____ Signature :_____
2. Sri _____ S/o Sri _____ Signature :_____
3. Sri _____ S/o Sri _____ Signature :_____
4. Sri _____ S/o Sri _____ Signature :_____

Appendix `A'

(Specimen) **AGREEMENT**

This Agreement is made at.....on this.....day of.....2017.

BETWEEN

Director, AIIMS, Bhubaneswar represented through Executive Engineer (Civil), AIIMS, BHUBANESWAR (hereinafter referred as the) (Address) "**Principal/Owner**", which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

AND

..... (Name and Address of the Individual/firm/Company) through ..... (Hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

Preamble

WHEREAS, the Principal/Owner has floated the Tender (NIT No. **AIIMS/BBSR/Engg./ 033 /2018-19** (herein after refer red to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Provision of Aluminium Partition for Office Room of EE (AC & R) at 4th Floor of Nursing College, AIIMS, Bhubaneswar,** hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the Land, Rules & Regulations, Economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Contractor(s).

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

The Tendered Value which has been accepted by Competent Authority for "**Provision of Aluminium Partition for Office Room of EE (AC & R) at 4th Floor of Nursing College, AIIMS, Bhubaneswar**" is **Rs _____/-** (Rupees _____ only).

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

Article - 1 : Commitment of the Principal/Owner.

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

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

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

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

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act,1988 (P C 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 standard and makes, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

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

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind what so ever during the Tender 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 applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

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

(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 in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(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 or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

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

Article - 3 : Consequences of Breach.

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

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

2. **Forfeiture of EMD/Performance Guarantee/Security Deposit** : If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contractor 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 05 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender processor 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/Sub-contractors.

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

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

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

Article - 6 : Duration of the Pact.

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

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

Article - 7 : Other Provisions.

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Bhubaneswar** of the Principal/Owner, who has floated the Tender.

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

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 turnout 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 Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article - 8 : LEGAL AND PRIOR RIGHTS.

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

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

.....	.....
(For and on behalf of Bidder/Contractor)	(For and on behalf of Principal/Owner)
WITNESSES:	
1.	1. .....
(Signature, Name and address)	(Signature, Name and address)
Dated : Bhubaneswar	Dated : Bhubaneswar
Place :	Place :

PROFORMA OF SCHEDULES

(Separate Performa for Works in case of Composite Tenders)
(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities :- (ENCLOSED)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Ser. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)
NIL.				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Ser. No.	Description	Hire charges per day	Place of Issue
(1)	(2)	(3)	(4)
DELETED			

SCHEDULE 'D'

Additional Condition and specifications : Enclosed.

SCHEDULE 'E'

(Reference to General conditions of Contract.)

Name of Work : **Provision of Aluminium Partition for Office Room of EE (AC & R) at 4th Floor of Nursing College, AIIMS, Bhubaneswar.**

Estimated Cost of Work : **Rs. 1,94,162/-**

(a) Earnest Money = **Rs. 3,883/-**

(b) Security Deposit = **05% of Tendered Value**

(c) Performance Guarantee = **05% of Tendered Value**

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS **:**

Officer Inviting Tender :- **Executive Engineer (Civil), Project Cell, AIIMS, Bhubaneswar**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined :-

in accordance with Clause -12.2 &12.3	=	50%
Definitions		**See below**
2 (v)	Engineer-in-Charge	Executive Engineer (Civil) AIIMS,Bhubaneswar
2(viii)	Accepting Authority	Director AIIMS,Bhubaneswar
2(x)	Percentage on cost of materials and labor to cover all over heads and profit	15%
2(xi)	Standard Schedule of Rates	Central Public Works Department Schedule of Rates - 2016 at Delhi with up to date correction slips
9(ii)	Standard AIIMS Contract Form	GCC for CPWD Works - 2014 as amended and up to and including correction slip

Clause – 1.

(i)	Time allowed for submission of Performance guarantee, Program Chart (Time & Progress) and applicable Labor Licenses, Registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance	:	07 Days
(ii)	Maximum allowable Extension with late fee @ 0.1% of Performance guarantee amount beyond the period provided in (i) above.	:	01 to 15 days.

Clause – 2.

Authority for fixing compensation under Clause 2	:	Executive Engineer (Civil), AIIMS, Bhubaneswar

Clause – 2A.

Whether Clause 2A shall be applicable	:	**No**

Clause – 5.

Time allowed for execution of work	:	**15 (Fifteen) Days.**
Number of days from the date of issue of letter of acceptance for reckoning date of start	:	**07 Days**
Authority to decide fair & reasonable extension of time for completion of work	:	**Executive Engineer (Civil) Project Cell, AIIMS, Bhubaneswar**

Clause – 6A.

Whether Clause 6A shall be applicable	:	**No.**

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	:	**No, after completion of Work.**

Clause – 7A.

Whether clause 7A shall be applicable	:	Y**ES.**

Clause – 10.

Reinforcement steel to be used in the work shall have to be procured	:	**TMT Bars manufactured by any of the primary producer such as SAIL, TISCO, RINL (VIZAG)**

Clause – 10B(ii).

Whether Clause 10B(ii) shall be applicable	:	**No.**
Clause – 10C.	:	**Not applicable**.
Clause – 10CA.	:	**Not applicable**.

Clause – 11.

Specification to be followed for Execution of work as on the date of opening of the tender.	:	**CPWD Specifications Volume I & II 2009 with up to date correction slips**

Clause – 12.

12.2 &12.3 Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not be applicable	:	**50% (Fifty Percent)**

Clause – 16.

Competent Authority for deciding reduced rates : **Executive Engineer (Civil) AIIMS, Bhubaneswar**

Clause – 25.

Settlement of dispute & Arbitration : **ERC headed by Director, AIIMS, Bhubaneswar**

Clause – 36(i).

Requirement of Technical Staff and rate of recovery incase of non-compliance shall be as per the following table :-

Value of Work	**Ser. No**	**Minimum qualification of Technical Representative**	**Discipline**	**Designation (Principal Technical/ Technical represent-tative)**	**Minimum Experience in years**	**Num-ber**	**Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause36(i)**	
							(Figures)	***(Words)***
For Agreement amount up to Rs 150 Lakhs	(a)	Graduate Engineer **OR** Diploma Engineer	Civil	Principal Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	*Rs 15,000/-*	*Rs Fifteen Thousand only*
For Agreement amount between Rs 150 Lakhs to Rs 500 Lakhs	(a)	Graduate Engineer	Civil	Principal Technical representative	5years	1	Rs 25,000/-	Rs Twenty Five Thousand only
	(b)	Graduate Engineer **OR** Diploma Engineer	Civil	Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	Rs 15,000/-	Rs Fifteen Thousand only

GOVERNMENT OF INDIA
Ministry of Health & Family Welfare (Project Cell), AIIMS, Bhubaneswar
Item Rate Tender & Contract for Works

Name of Work : **Provision of Aluminium Partition for Office Room of EE (AC & R) at 4th Floor of Nursing College, AIIMS, Bhubaneswar.**

(a) To be submitted by **1400** hours on **31st Oct 2018 to Executive Engineer (Civil), Project Cell, AIIMS, Bhubaneswar.**

(b) To be opened in presence of tenderers whom may be present at **1530 hours** on **31st Oct 2018** in the office of **Executive Engineer (Civil), Project Cell, AIIMS, Bhubaneswar Issued to …….**

Signature of officer issuing the documents……

Designation : Executive Engineer (Civil), Project Cell, AIIMS, Bhubaneswar

Date of Issue : 24th Oct 2018.

TENDER

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

I/We hereby tender for the execution of the work specified for the Director, AIIMS, Bhubaneswar 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 tender open for 90 days from the due date of its opening ninety days from the date of opening of financial bid in case tenders are invitedon2/3envelopsystem (strikeout as the case may be) and not to make any modification in its terms and conditions. If I/we withdraw my/our tender before the said period or issue of letter of acceptance, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to AIIMS, Bhubaneswar, then AIIMS, Bhubaneswar shall, without prejudice to any other right or remedy, be at liberty to forfeit 50%ofthesaidearnest money as aforesaid.

A sum of **Rs. 3,883/-** (Rupees **THREE THOUSAND EIGHT HUNDRED AND EIGHTY THREE** only) has been deposited in prescribed manner as **Earnest Money**. If I/We fail to commence the work specified, I/We agree that the said AIIMS, Bhubaneswar shall without prejudice to any other right or remedy, beat liberty to forfeit the said earnest money absolutely otherwise they said earnest money shall be retained by competent authority on behalf of AIIMS, Bhubaneswar towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to herein and carryout such deviations as may be ordered, up-to maximum of the percentage mentioned in Schedule - 'F' and 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 tender form.

I/We agree that, **I/We shall deposit an amount equal to 05% of Tendered value of the work as Performance Guarantee** in the form of bond of any Scheduled Bank of India in accordance with the Performa prescribed or in the form of Fixed Deposit Receipt etc., **within 07 (Seven)** days of the issue of letter of acceptance of Tender by the AIIMS. I/We am/are aware that in the even to failure on my/our part to furnish **the Bank Guarantee within 07 (Seven) days**, the earnest money will be forfeited and tender will be cancelled.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in AIIMS, BHUBANESWAR 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 tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived the reform to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudice all to the safety of the State.

I/We agree that should I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the AIIMS, Bhubaneswar and the same may at the option of the competent authority on behalf of the AIIMS, Bhubaneswar be recovered without prejudice to any right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

The information in respect of works in hand is as per Performa enclosed.

Court Jurisdiction : "I/we agree that this contract is subject to jurisdiction of Court at Bhubaneswar" only.

Dated : ……. ( )

Witness :

Address : Signature of Contractor

Occupation :

Postal Address:

FINANCIAL BID

AIIMS, Bhubaneswar

NIT No. : **AIIMS/BBSR/Engg./ 033 /2017-18**

Name of Work : **Provision of Aluminium Partition for Office Room of EE (AC & R) at 4th Floor of Nursing College, AIIMS, Bhubaneswar.**

Ser. No.	Description	Quantity	Per	Rate (in Rs.)	Amount (In Rs.)	Remarks
1	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia. and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitered and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass/ stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) : For fixed portion Powder coated aluminium (minimum thickness of powder coating 50 micron)	***260.00***	***Kg***			
2	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia. and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitered and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass/ stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) : For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately). Powder coated aluminium (minimum thickness of powder coating 50 micron)	***48.00***	***Kg***			
3	Providing and fixing 9mm thick pre-laminated particle board flat pressed three layer or graded wood particle board conforming to IS:12823 Grade l Type ll, in paneling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge. Pre-laminated particle board with decorative lamination on both sides.	***17.00***	***Sq. M***			
4	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 5.00 mm thickness	***15.00***	***Sq. M***			
5	Providing and fixing aluminium sliding door bolts ISI marked anodized (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade with nuts and screws etc. complete : 300x16 mm	***3.00***	***Each***			
6	Providing and fixing aluminium tower bolts ISI marked anodized (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade with necessary screws etc. complete : 300x10 mm	***3.00***	***Each***			
7	Providing and fixing aluminium handles ISI marked anodized (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade with necessary screws etc. complete :	***6.00***	***Each***			
8	Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight up to 36 kg to 80 kg and door width from 701 mm to1000 mm), with double speed adjustment with necessary accessories and screws etc. complete. Godrej Make	***3.00***	***Each***			
9	Providing and fixing aluminium hanging floor door stopper ISI marked anodized (anodic coating not less than grade AC 10 as per IS : 1868)transparent or dyed to required colour and shade with necessary screws etc. complete. Twin rubber stopper.	***3.00***	***Each***			

GRAND TOTAL = _____

(The Rate should be inclusive of GST as applicable)

(Rupees _____ **only)**