

**Government of India
Ministry of Health & Family Welfare
Project Cell, AIIMS, Bhubaneswar**

NIT No.

Name of work : Construction of Two nos of Badminton Court and One no of Basket Ball Court at Housing Complex of AIIMS, Bhubaneswar.

Estimated cost: Rs. 17,62,000.00

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Certified that this e - NIT contains 1 to 28 Pages.

Superintending Engineer,
Project Cell, AIIMS, Bhubaneswar

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

(Applicable for inviting tenders on single bid system)

The Superintending Engineer, Project Cell, AIIMS, Bhubaneswar on behalf of the President of India invites Item rate bids from approved and eligible Contractors in **Single bid system** for the following work:

S.No.	Particulars	Particulars
1	NIT No.	
2	Name of work & Location	Construction of Two nos of Badminton Court and One no of Basket Ball Court at Housing Complex of AIIMS, Bhubaneswar.
3	Estimated cost put to tender (In Rs.)	Rs. 17,62,000.00
4	Earnest money (In Rs.)	Rs.35,240.00
5	Period of Completion	One calendar month and 15 days
6	Last date & time of Submission of eligibility criteria, and Financial bids	21/12/2015 upto 2.00PM
7	Time & date of opening of eligibility bid.	21/12/2015 at 3.30PM

1. The intending bidder must read the terms and conditions of AIIMS, BHUBANESWAR carefully, He should only submit his bid if he consider himself eligible and he is in possession of all the documents required.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsbhubaneswar.edu.in.
4. But the bid can only be submitted after depositing processing fee in favour of AIIMS, Bhubaneswar in form of demand draft.
5. SC/ST Contractor Enlisted under Class V Category are Exempted from Processing Fee Payable to AIIMS, Bhubaneswar.

AIIMS, BHUBANESWAR FOR TENDERING

1. Item rate bids are invited on behalf of President of India from approved and Eligible Contractors in **Single bid system** for the work of “**Construction of Two nos of Badminton Court and One no of Basket Ball Court at Housing Complex of AIIMS, Bhubaneswar**”

In case the last date of submission of bid is extended, the contractor should be valid on the original date of submission of bids.

1.1 The work is estimated to cost **Rs. 17,62,000.00**

1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate a committee which will deal with all matters relating to the invitation of bids. For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.

1.2 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 of magnitude specified below:-

Criteria of eligibility for submission of bid documents

1.2.1 Criteria of eligibility for contractors.

Three similar works each of value not less than **Rs7,05,000.00** or two similar work each of value not less than **Rs. 10,58,000.00** or one similar work of value not less than **Rs.14,10,000.00** in last 7 years ending last day of the month previous to the one in which the tenders are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.

To become eligible for issue of bid, contractors shall have to furnish an affidavit as under:-

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in 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.

2. Agreement shall be drawn with the successful bidders on prescribed Form No. AIIMS, BHUBANESWAR which is available on website www.aiimsbhubaneswar.edu.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be **One Calender Month and 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.
4. The site for the work is available.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website www.aiimsbhubaneswar.edu.in.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
9. Earnest Money in the form Demand Draft (drawn in favour of AIIMS, Bhubaneswar. shall be deposited within the period of bid submission.

The physical EMD shall be deposited by the lowest tenderer within a week after opening of financial bid failing which the tender shall be rejected and enlistment of the agency shall be withdrawn by the enlisting authority.

The following undertaking in this regard shall also be submitted by the intending bidders:-

“ The Physical EMD shall be deposited by me/us with the SE calling the tender in case I/we become the lowest tenderer within a week of opening of the financial bid otherwise department may reject the tender and also take action to withdraw my/our enlistment”

Interested contractor who wish to participate in the bid has also to make following payments in the form of Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the tendering website within the period of bid submission:

(ii) Tender Processing Fee - Rs.1000.00 if registration with tender processing fees in continued shall be payable to AIIMS, BHUBANESWAR through DD.

Copy of Enlistment Order and certificate of work experience and other documents to be diposited within the period of bid submission. However certified copy of all documents as specified in press notice shall have to be submitted by the lowest bidder only along with physical EMD to be submitted in the office of tender opening authority.

The bids submitted shall be opened **at 03:30 PM on 21/12/2015**

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

- (i) The bidders are found ineligible.
- (ii) The bidders does not submit all the documents (including service tax registration/ VAT registration/ Sales Tax Registration) as stipulated in the bid document.
- (iii) The lowest bidder does not deposit physical EMD within a week of opening of Tender.

11. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bided amount within the period specified in Schedule F. This guarantee shall be in the form of DD.

12. 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 means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A 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.

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

14. 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.

15. The competent authority on behalf of President of India 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.

16. 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.

17. The bid for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of financial bid in case bids are invited on 2/3 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 rebidding process of the work.

19. 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 C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.

To,

.....,
.....,
.....

Sub: NIT No. for the work **Construction of Two nos of Badminton Court and One no of Basket Ball Court at Housing Complex of AIIMS, Bhubaneswar.**

Dear Sir,

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

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

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

Yours faithfully

Superintending Engineer
Project Cell, AIIMS, Bhubaneswar.

To,
The Superintending Engineer
Project Cell, AIIMS, Bhubaneswar.

Sub: Submission of Tender for the work of **Construction of Two nos of Badminton Court and One no of Basket Ball Court at Housing Complex of AIIMS, Bhubaneswar.**

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed 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 in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of AIIMS, BHUBANESWAR.

AGREEMENT

This Agreement is made at on this day of2015

BETWEEN

President of India represented through Superintending Engineer, AIIMS, BHUBANESWAR,, (Hereinafter referred as the

(Address)

‘**Principal/Owner**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

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

“**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (herein after referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for **Construction of Two nos of Badminton Court and One no of Basket Ball Court at Housing Complex of AIIMS, Bhubaneswar.** Herein after referred to as the “**Contract**”.

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this 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.

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

Article 1: Commitment of the Principal/Owner.

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the 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 process or 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 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the 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 whatsoever 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 pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 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.
 - d) 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 befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 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 be forever or for a limited period as decided by the Principal/Owner.**

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any 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 process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this 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 into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, AIIMS, 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 been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 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 Principal/Owner)

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

WITNESSES:

1.
(signature, name and address)
2.
(signature, name and address)

Place:

Dated :

**GOVERNMENT OF INDIA
Ministry of Health & Family Welfare
Project Cell, AIIMS, Bhubaneswar**

Item Rate Tender & Contract for Works

Tender for the work of:- Construction of Two nos of Badminton Court and One no of Basket Ball Court at Housing Complex of AIIMS, Bhubaneswar.

- (i) To be submitted by **14:00** hours on **21/12/2015** to
Superintending Engineer, Project Cell, AIIMS, Bhubaneswar.
- (ii) To be opened in presence of tenderers who may be present at 15.30 hours
on **21/12/2015** in the office of **Superintending Engineer, Project Cell, AIIMS,**
Bhubaneswar

Issued to.....

Signature of officer issuing the documents

Designation: Superintending Engineer, Project Cell, AIIMS, Bhubaneswar

Date of Issue - 03/12/2015

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

We agree to keep the 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 invited on 2/3 envelop system (**strike out as the case may be**) and not to make any modification in its terms and conditions.

A sum of Rs.35,240.00 is hereby forwarded in Demand Draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the Tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in AIIMS, 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 there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

ACCEPTANCE

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

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

(a)

(b)

(c)

For & on behalf of President of India

Signature

Dated:

Designation

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 (as per PWD-3)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S.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

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of Issue
1	2	3	4

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work : Construction of Two nos of Badminton Court and One no of Basket Ball Court at Housing Complex of AIIMS, Bhubaneswar.

Estimated cost of work: : Rs17,62,000.00

Earnest Money : Rs.35,240.00

Performance Guarantee : 5% of tendered value

Security Deposit : 2.5 % of Tender Amount

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS :

Officer inviting tender **Superintending Engineer, 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 Clauses 12.2 & 12.3: See below

Definitions:

- 2(v) Engineer-in-Charge:- **Superintending Engineer, Project Cell, AIIMS, Bhubaneswar**
- 2(viii) Accepting Authority **Superintending Engineer, Project Cell, AIIMS, Bhubaneswar**
- 2(x) Percentage on cost of materials and Labour to cover all overheads and profits: **15%**
- 2(xi) Standard Schedule of Rates **DSR 2013 Civil**
- 2(xii) Department : **AIIMS, BHUBANESWAR**
- 9(ii) Standard AIIMS, BHUBANESWAR Contract Form **GCC-2014 upto date amendment AIIMS, BHUBANESWAR**

Clause 1

- (i) Time allowed for submission of Performance Guarantee, Program Chart (Time and Progress) and applicable Labour Licenses, Registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance **7 DAYS**
- (ii) Maximum allowable extension with late fee @ 0.1% per day of performance guarantee amount beyond the period provided in (i) above **: 1 to 15 days**

Clause 2

Authority for fixing compensation under clause 2 **SE ,AIIMS, BHUBANESWAR**

Clause 2A

Whether Clause 2A shall be applicable **Yes / No**

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start **7 DAYS**

Mile stone(s) as per table given below:-

S.No.	Description of Milestone (Physical)	Time allowed in days(from date of start)	Amount to be with-held in case of non achievement of mile stone
1			

Time allowed for execution of work **One Calendar Month and 15 days.**

Authority to decide:

- (i) Extension of time **Superintending Engineer, Project Cell, AIIMS, Bhubaneswar** (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
- (ii) Rescheduling of mile stones
(Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Contracts, as the case may be)

Clause 6, 6A

Clause applicable - (6 or 6A) **6 A**

Clause 7

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

Clause 7 A

Whether clause 7A shall be applicable - YES

Clause 10A

List of testing equipment to be provided by the contractor at site lab.

1.....	2.	3.....
....		
4.....	5.	6.....
....		

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable Yes / No

Clause 10C

Component of labour expressed as percent of value of work = %

Clause 10CA

S.N.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA*
1			
2			
3			
4			

* Base price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.

Clause 10CC

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column..... months
Schedule of component of other Materials, Labour, etc. for price escalation.

Component of civil (except materials covered under clause 10CA) /Civil construction Materials expressed as percent of total value of work. - Xm

Component of Labour - expressed as percent of total value of work. Y..... %

Clause 11

Specifications to be followed AIIMS, BHUBANESWAR Gen. Spec. for Civil works

Clause 12

12.2. & 12.3 Deviation Limit beyond which clauses
12.2 & 12.3 shall apply for the work 30 %

12.5 Deviation Limit beyond which clauses
12.2 & 12.3 shall apply for foundation work 100%

**Type of Work: Original
work**

Clause 16

Competent Authority for
deciding reduced rates.

SE , AIIMS, BHUBANESWAR

Clause 18

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

- | | | |
|---------|---------|---------|
| 1. | 2. | 3. |
| 4. | 5. | 6. |
| 7. | 8. | 9. |

Clause 25

Constitution of Empowered Review Committee (ERC)	Competent Authority to appoint ERC
ERC members	MoH &FW, GOI.

Clause 36 (I)

Requirement of
Technical
Representative(s) and
recovery Rate

S. No.	Minimum Qualification of Technical Representative	Discip line	Designation (Principal Technical/ Technical Representative)	Minimum Experience (years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1							

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Form of Earnest Money Deposit Bank Guarantee Bond

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Superintending Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 2015
THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor,

OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

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

DATE

WITNESS

**SIGNATURE OF THE BANK
SEAL**

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

AFFIDAVIT

I / we undertake and confirm that the Physical EMD shall be deposited by me/us with the Superintending Engineer calling the tender in case I/we become the lowest tenderer within a week of opening of the financial bid otherwise department may reject the tender and also take action to withdraw my/our enlistment with AIIMS, BHUBANESWAR or Blacklist me/us from participating in any future tenders of AIIMS, BHUBANESWAR”

(Scanned copy to be submitted at the time of submission of Bid.)

Name & Signature of Contractor

ADDITIONAL CONDITIONS

Name of Work: - Construction of Two nos of Badminton Court and One no of Basket Ball Court at Housing Complex of AIIMS, Bhubaneswar.

1. The work shall be carried out in accordance with the AIIMS, BHUBANESWAR General Specification for Civil
2. Approval of the Engineer-in-Charge shall be taken well in advance for the materials to be used in the work by the contractor.
3. All repairs and patch work shall be neatly carried out to match with the original finish and to the entire satisfaction of Engineer-in-Charge. Any damage done to the building during the execution of Civil work shall be the responsibility of the contractor and the same will be made good immediately at his own cost to the satisfaction of the Engineer-in-Charge. Any expenditure incurred by the department in this connection shall be recovered from the contractor and decision of the Engineer-in-Charge about recovery shall be final.
4. The contractor has to make his own arrangement for stores and watch & ward and no extra claim for this will be entertained.
5. The contractor has to make his own arrangement at his own cost for all the general and special T&P required on the work.
6. All the debris due to the Civil works shall be removed from the site by the contractor as soon as the work is completed. Similarly rejected materials should be immediately be cleared from the site by the contractor. Otherwise a recovery @ 50/- per day shall be made.
7. Central/ state sales tax/ contract tax excise duty etc. should be included in the rates tendered. Statutory deduction of contract tax at source shall be made while releasing payment through running/ final bills. Recovery @ 1% on account of labour welfare Cess shall be made from the contractor's bill.
8. Work shall be carried out without causing any inconvenience to the occupants.
9. The materials used in the work shall be of approved make as per following list and shall be got approved from Engineer-in-charge before use at site.
10. If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) or that the work remains incomplete.
This will also apply to items or group of items for which a separate period of completion has been specified.
(i) Liquidated Damage @ 1.5 % per month of delay for delay of work to be computed on per day basis.
Provided always that the total amount of Liquidated Damage for delay to be paid under this Condition shall not exceed 10% of the Tendered Value.

LIST OF APPROVED MAKE OF MATERIALS

Sl. No.	Materials	Approved make
1	CEMENT	ACC, ULTRATECH, VIKRAM, LAFARGE, AMBUJA, JAYPEE CEMENT, J.K.CEMENT, KONARK.
2	COLOURED CEMENT	J.K., BIRLA etc.
7	ADMIXTURE	FOSROC, SIKA, BASF.
8	GI PIPES	Jindal, Zenith, Apollo, Zoloto , Utkarsh,R brand, Prakash, QST, GST and K S brand etc.

SCHEDULE OF QUANTITIES

AIIMS, Bhubaneswar					
NIT No. _____					
<u>Name of Work:</u> Construction of Two nos of Badminton Court and One no of Basket Ball Court at Housing Complex of AIIMS, Bhubaneswar.					
Item	Sub – head and Item of Work	Quantity or No	Per	Rate in Rs	Amount in Rs
1	Surface dressing the ground including removing vegetation and in - equalities not exceeding 15cm deep and disposal of rubbish, lead upto 50m and lift upto 1.5m All kinds of soil etc., all complete as per direction of engineer- in – charge.	1080	100Sqm		
2	Earthwork in surface excavation not exceeding 30cm in depth but exceeding 1.5m in width as well as 10sqm on plan including disposal of excavaated earth upto 50m and lift upto 1.5m, disposed soil to be levelled and neatly dressed. All kinds of soil. etc., all complete as per direction of engineer- in – charge.	1080	100Sqm		
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering- All up to plinth level. 1:4:8 (1 Cement:4 Coarse Sand: 8 graded stone aggregate 40mm nominal size) etc., all complete as	110	Cum		

	per direction of engineer- in – charge.				
4	Providing and laying cement concrete in retaining walls, return walls, walls(any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttress, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor, etc. up to floor five level, excluding the cost of centering, shuttering and finishing. 1:2:4 (1 Cement:2 Coarse sand:4 graded stone aggregate 20mm nominal size) etc., all complete as per direction of engineer- in – charge.	110	Cum		
5	Providing and fixing G.i. pipes complete with G.I. fittings including trenching and refilling etc. 80mm dia nominal bore. etc., all complete as per direction of engineer- in – charge.	8	Mtr		
6	Painting G.I. pipes and fittings with two coats of anti - corrosive bitumastic paint of approved quality. 80mm diameter pipe. etc., all complete as per direction of engineer- in – charge.	8	Mtr		

7	Painting runway / taxi track / apron making with adequate nos of coats to give uniform finish with road marking paint of superior make as approved by the Engineer - in - charge, i/c cleaning surface of all dirt, scales, oil, grease and other foreign material etc. and lining out complete. New work (Two or more coats) etc., all complete as per direction of engineer- in – charge.	30	Sqm		
8	Neat cement punning with colour mix. etc., all complete as per direction of engineer- in – charge.	750	Sqm		
9	Providing fitting and fixing standard post made of angle with 20mm thick acrylic board ring and net etc. all complete as per direction of Engineer - in - charge. etc., all complete as per direction of engineer- in – charge.	2	Nos		
Grand Total					

Superintending Engineer
Project Cell, AIIMS, Bhubaneswar