

Notice Invited Tender
for
**Provision of Aluminum Partitions in
Dept. of Microbiology, Academic Block**



अखिल भारताय आयुर्वेदज्ञान संस्थान,
All India Institute of Medical Sciences
Engineering Branch, Bhubaneswar(Odisha)-751019
www.aiimsbhubaneswar.edu.in

NIT No. : **AIIMS/BBS/Engg./001/2017**
NIT Issue Date : 05th Jan 2017
Last Date of Submission : 17th Jan 2017 (by 1400hours)

“Certified that, this tender document contains **24 (Twenty Four)** pages only”.

Superintending Engineer,
Project Cell, AIIMS, Bhubaneswar

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

Name of Work : **Provision of Aluminium partitions in the Department of Microbiology,
Academic Block, AIIMS, Bhubaneswar.**

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

The Superintending Engineer, Project Cell, AIIMS, Bhubaneswar on behalf of the Director, AIIMS, Bhubaneswar invites Item rate bids from approved and eligible Contractors of CPWD, BSNL, MES & State PWD registered contractors of appropriate class in **Two Bid System** for the following work:

Ser. No.	Particulars	Particulars
1	NIT No.	AIIMS/BBSR/Engg./001/2017
2	Name of Work & Location	Provision of Aluminium Partitions in the Department of Microbiology, Academic Block, AIIMS, Bhubaneswar.
3	Estimated Cost put to Tender (In Rs.)	Rs 5,59,153/-
4	Earnest Money (In Rs.)	Rs. 11,200/-
5	Period of Completion	One Calendar Month after award of work
6	Last date & time of Submission of eligibility criteria and Financial Bids	17th Jan 2017 up to 1400 hours.
7	Time & Date of Opening of Tender/ Bid	17th Jan 2017 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 consider himself eligible and he is in possession of all the documents/certificates required.

2. Information and instructions for bidders posted on web site 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 these to 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 (Non-Refundable, Cost of Tender Paper) of Rs 1,000/- (Rupees ONE THOUSAND only) in favor of AIIMS, Bhubaneswar in form of Demand Draft.

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

6. 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.

7. 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:-

(a) **Criteria of eligibility for contractors.** Three similar works each of value not less than **Rs. 2,24,000.00** or two similar work each of value not less than **Rs. 3,35,000.00** or one similar work of value not less than **Rs. 4,47,000.00** in last 07 years ending last day of the month previous to the one in which the tenders are invited.

(b) 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.

8. **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".

9. Agreement shall be drawn with the successful bidders on prescribed Form of 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.

10. The time allowed for carrying out the work will be **One Calendar month** 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.

11. The site for the work is available.

12. Interested Bidder should submit self-attested valid License/Registration Copy, Copy of PAN Card, Sales Tax Certificate of appropriate authority & Experience Certificate along with the quotations. Envelope No. - 1 containing License, PAN Card etc. and Envelope No. - 2 containing quotation Bid/Financial Bid shall be put in one covering envelope in top of which the name of work must be mentioned. Tenders/Bids can be submitted by speed Post, courier or Put-In-Drop Box (available at AIIMS, Bhubaneswar). 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.

13. 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.

14. When bids are invited in three stage system and if it is desired to submit revised financial bid the NIT shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall be come invalid.

15. Earnest Money in the form Demand Draft (drawn in favor of AIIMS, Bhubaneswar shall be deposited with the Bid document.
16. Interested contractor who wish to participate in the bid has to make payments in the form of Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank.
17. **Cost of Tender Paper : Rs. 1,000/-** shall be payable to AIIMS, BHUBANESWAR through DD.
18. Copy of Enlistment Order and certificate of work experience and other documents like PAN Card issued by I/T department, Certificate of EPF registration (for works estimated cost put to tender above 5.00lakhs), VAT clearance & Valid Contract License to be deposited within the period of bid submission. However, certified copy of all documents as specified in NIT shall have to be submitted by the lowest bidder only along with physical EMD to be submitted in the office of tender opening authority.
19. The bids submitted shall be opened **at 1530 hours on 17th Jan 2017**.
20. The bid submitted shall be come invalid if : -
- (a) The bidders are found in eligible.
 - (b) The bidders do not submit all the documents (including service tax registration/VAT registration/Sales Tax Registration) as stipulated in the bid document.
 - (c) The Tender paper is not accompanied with Cost of Tender Paper and Original EMD.
21. The contractor whose bid is accepted will be required to furnish performance guarantee of 05% (Five Percent) of the Tendered Amount within the period specified in Schedule "F". This guarantee shall be in the form of DD drawn in favor of AIIMS, Bhubaneswar.
22. 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 soaccess 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 AIIMS, Bhubaneswar and local conditions and other factors having a bearing on the execution of the work.
23. The competent authority on behalf of the 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.

24. 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.
25. 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.
26. 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.
27. 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 incase 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 AIIMS, Bhubaneswar 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.
28. 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.

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 Superintending Engineer 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 : _____

**(To be signed by the bidder and same signatory competent/authorized
to sign the relevant contract on behalf of AIIMS, Bhubaneswar).**

AGREEMENT

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

BETWEEN

Director, AIIMS, Bhubaneswar 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 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.) (herein after refer red to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for **Provision of Aluminium partitions in Department of Microbiology, Academic Block, AIIMS, Bhubaneswar**. hereinafter refer red 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 entering 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.

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 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 (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)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding 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 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 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 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 : Provision of Aluminium partitions in Department of Microbiology, Academic Block, AIIMS, Bhubaneswar.

(i) To be submitted by **1400** hours on **17th Jan 2017** to **Superintending Engineer, Project Cell, AIIMS, Bhubaneswar.**

(i) To be opened in presence of tenderers whom may be present at 1530 hours on **17th Jan 2017** 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 - Jan 2017

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 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 invited on 2/3 envelop system (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 the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

A sum of Rs. 11,200/- (Rupees ELEVEN THOUSAND AND TWO HUNDRED 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 Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, bear liberty to forfeit the said earnest money absolutely otherwise the 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 carry out 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, in case of works of estimated cost exceeding Rs. 15,00,000/-, to 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 10 days of the issue of letter of acceptance of Tender by the AIIMS. I/We am/are aware that in the event of failure on my/our part to furnish the Bank Guarantee within 10 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	:		

ACCEPTANCE

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

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

(a)

(b)

Bhubaneswar

For & on behalf of Director, AIIMS,

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 :- (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'

Schedule of component of Materials, Labor etc. for escalation.

CLAUSE 10

Component of Materials expressed

As percent of Total Value of Work "X" **75%**

Component of Labour expressed as percent of Total Value of Work "Y" **25%**

Component of POL expressed as Percent of Total Value of Work "Z" **0%**

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 Clause -12.2 &12.3 = 50%

Definitions

See below

2 (v)	Engineer-in-Charge	Superintending Engineer AIIMS,Bhubaneswar
2(viii)	Accepting Authority	Superintending Engineer AIIMS,Bhubaneswar
2(x)	Percentage on cost of materials and labor to cover all over head and profit	15%
2(xi)	Standard Schedule of Rates	Central Public Works Department Schedule of Rates - 2014 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 : 07 Days
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
- (ii) Maximum allowable Extension with late fee @ 0.1% : 01 to 15 days.
of Performance guarantee amount beyond the
period provided in (i) above.

Clause – 2.

Authority for fixing compensation under Clause 2 : SE, AIIMS, Bhubaneswar

Clause – 2A.

Whether Clause 2A shall be applicable : No

Clause – 5.

Time allowed for execution of work : 01 (One) Month

Number of days from the date of issue of letter of acceptance for : 07 Days
reckoning date of start

Authority to decide fair & reasonable extension of time for : Superintending Engineer,
completion of work : 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 : Rs. 01 (One) Lakh.
advances for material collected, if any, since the last such payment
for being eligible to interim payment

Clause – 7A.

Whether clause 7A shall be applicable : YES.

Clause – 10.

Reinforcement steel to be used in the work shall have to be : TMT bars manufactured by
procured : 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 : CPWD Specifications Volume I
opening of the tender. : & II 2009 with up to date
correction slips

Clause – 12.

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

Clause – 16.

Competent Authority for deciding reduced rates : **Superintending Engineer
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 clause 36(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

AFFIDAVIT

“I/we undertake and confirm that the Physical EMD shall be deposited by me/us with the Superintending Engineer calling the tender incase 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 : Provision of Aluminium partitions in Department of Microbiology , Academic Block, AIIMS, Bhubaneswar.

1. The work shall be carried out in accordance with CPWD Specifications Volume I & II and as per direction of Engineer-in-Charge.
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 store sand 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 @ 01% on account of labor 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.

If the contract or fails to maintain the required progress to complete the work and clear the site on or before the contractor 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. 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.

SCHEDULE OF QUANTITIES

AIIMS, Bhubaneswar

NIT No. :

Name of Work : **Provision of Aluminium partitions in Department of Microbiology, Academic Block, AIIMS, Bhubaneswar.**

Item	Sub –head and Item of Work	Quantity	Per	Rate (in Rs.)	Amount (In Rs.)	Remarks
1	Providing and fixing aluminium work for doors, windows, ventilator sand partitions with extruded built up standard tubular a 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 gaskets etc. Aluminum sections shall be smooth, rust free, straight, metered and jointed mechanically wherever required including cleat angle, aluminum snap bedding for glazing/paneling, C.P. Brass/Stainless Screws, all complet as per architectural drawings and the directions of Engineer–in-charge. (Glazing and paneling to be paid for separately.) For fixed portion Powder coated aluminium (minimum thickness of powder coating 50 micron) etc., all complete as per direction of Engineer- in-Charge.	850.00	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 of gaps at junctions, 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 and paneling to be paid for separately.) For shutters of doors, windows & ventilators including providing and fixing hinges/pivot sand 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 powered coating 50micronh)	142.00	Kg.			
PAGE TOTAL =						

B.B.F. =						
3	Providing and fixing 12mm thick pre laminated particle board flat pressed three layer and graded wood particleboard conforming to IS:12823 grade- I type – II in paneling fixed in aluminium 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. etc., all complete as per direction of engineer-in-charge.	62.00	Sqm.			
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 8.0mm thickness. etc., all complete as per direction of engineer- in-charge.	90.00	Sqm.			
5	Providing and fixing Aluminium sliding door bolts, ISI marked anodized (Anodic coating not less than grade AC-10 as per IS-1868), Transparent dyed to required colour or shade, with nut sand screws etc., complete. 300mm X 16mm etc.,	07	No's (Each)			
6	Providing and fixing Aluminium tower Bolts, ISI mark, Anodized (Anodic coating not less than grade AC-10a s per IS -1868), transparent or dyed to required colour or shade with necessary screws etc, complete. 300mmx10 mm	07	No's (Each)			
7	Providing and fixing Aluminium handles ISI marked An odorized (Anodic coating not less than grade AC-10 as per IS1-868), Transparent dyed to required colour or shade, with necessary screws etc, complete. 125mm	18	No's (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 36Kg to 80Kg and door with from 701mm to 1000mm), with double speed adjustment with necessary accessories and screws etc. complete. Make : Godrej.	07	No's (Each)			
PAGE TOTAL =						

B.B.F. =						
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 color and shade with necessary screws etc. complete. Twin Rubber Stopper	07	No's (Each)			
10.	Providing and fixing 100mm Brass Locks (best make of approved quality) for aluminium doors including necessary cutting and making good etc. complete.	02	No's (Each)			
11.	Providing and fixing Sliding roller (best make of approved quality) for aluminium sliding door, complete.	04	No's (Each)			
12.	Providing and fixing Wash Basin with C.I. Brackets, 15mm C.P. Brass Pillar Taps, 32mm C.P. Brass waste of standard pattern including painting of fittings and brackets, cutting and making good the walls wherever required. White Vitreous China Wash Basin of size 630x450mm with a pair of 15mm C.P. Brass Pillar Taps. Stainless Steel AISI-304 (18/8) Wash Basin of size 530x345mm with single 15mm C.P. Brass Pillar Tap	02 02	No's (Each) No's (Each)			
13.	Providing and fixing white vitreous china pedestal for wash basin completely recessed at the back for the reception of pipes and fittings.	04	No's (Each)			
14.	Providing & Fixing C.P. Brass angle valve for basin mixer and geyser points of approved quality conforming to IS-8931 15mm Nominal Bore	04	No's (Each)			
15.	Providing and fixing chlorinated Polyvinyl Chloride (CPVC) Pipes having thermal stability for hot & cold water supply including all CPVC Plain & Brass threaded fittings including fixing the pipe with clamps at 1.00m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer-in-Charge Internal work - Exposed on wall (i) 20mm Nominal Outer Dia. Pipes. (ii) 40mm Nominal Outer Dia. Pipes.	05 05	Mtr. Mtr.			

GRAND TOTAL =

Superintending Engineer
Project Cell, AIIMS, Bhubaneswar