

अखिल भारतीय आयुर्विज्ञान संस्थान भोपाल
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
Ministry of Health Family & Welfare

Office of the Superintending Engineer, Project Cell, MoHFW,
Block No. 10, Hospital Building, AIIMS, Saket Nagar, Bhopal.
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NOTICE INVITING TENDER

Vide TS No.	:	30/TS/ABEU/AIIMS/BPL/2019-20
e-Tender No.	:	12/NIT/ABEU/AIIMS/BPL/2019-20
Name of Work	:	Supply and laying of grass and plants near Hospital Building (Extension Area) at AIIMS Bhopal.
Estimated Cost	:	₹ 21,29,887/-
Earnest Money	:	₹ 42,598/- (2% of Estimated Cost)
Performance Guarantee	:	5% of Tender Value
Security Deposit	:	2.5% of Tender Value
Time Allowed	:	05 Months.

Certified that this bid document contains Pages 1 to 36 (One to thirty six) excluding front and back cover page

Assistant Engineer (P),
ABEU, AIIMS Bhopal

Executive Engineer
ABEU, AIIMS Bhopal

This N.I.T. is approved for ₹ 21,29,887/- (Rupees Twenty One Lakh Twenty Nine Thousand Eight Hundred Eighty Seven Only)

Superintending Engineer,
Project Cell, MoHFW,
AIIMS Bhopal

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Certified that this bid document contains pages 1 to 36 (One to thirty six) excluding front and back cover page

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Superintending Engineer,
Project Cell, MoHFW,
AIIMS Bhopal



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**ABEU AIIMS BHOPAL
NOTICE INVITING e-TENDER**

NOTICE FOR NOTICE BOARD

The Executive Engineer (E), Project Cell, MoHFW, Block No. 10, Hospital Building, AIIMS, Saket Nagar, Bhopal (Phone 0755-2831045, 2900697 email : se@aiimsbhopal.edu.in, ee.electrical@aiimsbhopal.edu.in,) On Behalf of Director AIIMS, Bhopal invites Percentage Rate Bids from approved & eligible bidders registered with CPWD in Horticulture class & category in Single Bid System for the following work:

NIT No. 12/NIT/ABEU/AIIMS/BPL/2019-20,

Name of work: - Supply and laying of grass and plants near Hospital Building (Extension Area) at AIIMS Bhopal.

Estimated Cost: Rs 21,29,887/- Earnest Money: - Rs. 42,598/-

Period of completion: - 05 Months, Last time and date of submission of bid: Up to 03.00 PM on 26/07/2019

The Bid forms and other details can be obtained from the website www.tenderwizard.com/AIIMSBHOPAL, www.aiimsbhopal.edu.in and www.eprocure.gov.in



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INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE (APPLICABLE FOR INVITING BIDS ON SINGLE BID SYSTEM)

The Executive Engineer (E), Project Cell, MoHFW, Block No. 10, Hospital Building, AIIMS, Saket Nagar, Bhopal (Phone 0755-2831045, 2900697 email : se@aiimsbhopal.edu.in, ee.electrical@aiimsbhopal.edu.in,) on behalf of Director AIIMS, Bhopal invites Percentage Rate Bids from approved & eligible bidders registered with CPWD in Horticulture class & category in Single Bid System for the following work:

Sr. No.	NIT No.	Name of work & Location	Estimated Cost put to bid	Earnest Money	Period of Completion	Last date & time of submission of bid, original EMD, and other documents as specified in the NIT	Time & Date of opening of Price BID
1	2	3	4	5	6	7	8
1	12/NIT/ABEU/AIIMS/BPL/2019-20	Supply and laying of grass and plants near Hospital Building (Extension Area) at AIIMS Bhopal.	Rs. 21,29,887/-	Rs. 42,598/-	05 Months	Up to 3:00 PM on 26/07/2019	Up to 3:30 PM on 26/07/2019

1. The intending bidder must read the terms and conditions of **CPWD-7** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form of bid document.
3. 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 can be seen and downloaded from **website www.tenderwizard.com/AIIMSBHOPAL or www.aiimsbhopal.edu.in** free of cost.

But the bid can only be submitted after **deposition of original EMD in the office of Executive Engineer (E) AIIMS Bhopal within the period of bid submission** and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker`s Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any scheduled Bank towards EMD in favour of **Director AIIMS Bhopal, as mentioned in NIT** and other documents as specified.

4. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
5. The intending bidder must have valid class-III digital signature to submit the bid.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of **JPG** format and **PDF** format.
8. Contractor must ensure to quote percentage rate on total value of work with selection of ABOVE/ BELOW/ AT PAR. The column meant for quoting percentage rate in figures appears in “Yellow Color”. In addition to this, while selecting Above/ Below / AT PAR, if the cell is left with AT PAR selection, the same shall be treated as “0” (ZERO) Percent.

CORRECTION NIL INSERTION NIL
 CUTTING NIL OVERWRITING NIL

AE(P)

EE(P)

However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section / subhead in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

9. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

10. List of Documents to be scanned and uploaded within the period of bid submission:

- I. Registration/ Enlistment order of concern department as specified in the NIT
- II. Treasury Challan/Demand Draft/Pay order or banker's Cheque/Deposit at call receipt/Bank guarantee of any scheduled Bank against EMD.
- ~~III. Certificates of work experience.~~
- ~~IV. Certificate of Financial Turnover from CA.~~
- V. Any other Document as specified in the Press Notice.
- VI. Certificate of registration for GST and acknowledgement of up to date filed returns (if applicable).
- VII. **Copy of PAN Card issued by Income Tax Department.**
- VIII. **Postal Address, Mobile No. and e-mail ID of bidder.**
- IX. **Undertaking for site inspection [Intending bidders must upload undertaking that they have inspected and examined the site and it's surrounding before submitting their bids. (As per CPWD 7 Sr. No. 12 Page No. 09)]**

Executive Engineer (E)

Notice Inviting Tender

1. **The Executive Engineer (E)** AIIMS Bhopal on behalf of Director AIIMS, Bhopal invites Percentage Rate Bids from approved & eligible bidders registered with CPWD in Horticulture class & category in **Single Bid System** for the work of **“Supply and laying of grass and plants near Hospital Building (Extension Area) at AIIMS Bhopal.”** The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

The work is **Estimated Cost of: Rs 21,29,887/-** This estimate, however, is given merely as a rough guide.

- 1.1 The authority competent to approve NIT for cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.
- 1.2 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 estimated cost of different components put to bid.
- 1.3 Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 amended upto **DG/CON/302** dated **09.02.2018** which is available as a Govt. of India Publication and also available on website **www.cpwd.gov.in**. Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.

2. The time allowed for carrying out the work will be **05 Months**.
3. Months 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. (i) The site for the work is available: **Available**.

~~The drawings shall be made available in phased manner, as per requirement of the same as per approved programs of completion submitted by the contractor after award of the work.~~

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 2014** Form can be seen from website www.tenderwizard.com/AIIMSBHOPAL or www.aiimsbhopal.edu.in free of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last date and time of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the quoted rates but before last date and time 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 of Treasury Challan or Demand Draft or Pay Order or Banker’s Cheque or Deposit at Call Receipt or Fixed Deposit Receipt of a Scheduled Bank (drawn in favour of **Director AIIMS Bhopal**) shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

The original EMD should be deposited in the office of Executive Engineer (E) AIIMS Bhopal inviting bids within the period of bid submission.

A part of earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lakh, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any Scheduled Bank having validity for **120 (One Hundred Twenty) days** or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice/NIT shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited in office of Executive Engineer (E), AIIMS Bhopal other documents scanned and uploaded are found in order.

The bid submitted shall be opened at **03.30 PM on 26/07/2019**

The contractors registered prior to 01.04.2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates or they have option to switch over to the new Registration system without tender processing fee any time.

10. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
 - I. The bidder is found ineligible.
 - II. The bidder does not deposit original EMD with Division office of any Executive Engineer, AIIMS Bhopal.
 - III. The bidder does not upload all the documents (including GST registration) as stipulated in the bid document.
 - IV. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
 - V. **If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section /sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.**

11. The contractor whose bid is accepted will be required to furnish **performance guarantee of 5% (Five Percent)** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call Receipt of any Scheduled Bank/Banker's Cheque of any Scheduled Bank/Demand Draft of any Scheduled Bank/Pay Order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. **The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any, engaged by the contractor for the said work and Programme Chart (Time and Progress) within the period specified in Schedule F.**

12. The description of the work is as follows:-

“Supply and laying of grass and plants near Hospital Building (Extension Area) at AIIMS Bhopal.”

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 bidder 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 bidder 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 bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done 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 Director AIIMS Bhopal 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 Director AIIMS Bhopal reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in the AIIMS Bhopal responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the AIIMS Bhopal. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior 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.
18. The bid for the works shall remain open for acceptance for a period of single bid system/ **thirty (30) days** from the date of opening. If any bidder 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 bidder shall not be allowed to participate in the re-bidding process of the work.

19. This Notice Inviting Bid shall form a part of the contract document. The successful bidder / contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of :-
- The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence & negotiation leading thereto.
 - Standard C.P.W.D. Form 7 amended up to **DG/CON/302 dated 09/02/2018** or other Standard CPWD Form as applicable.
 - CPWD General Condition of Contract 2014 as applicable.**
20. **For Bids**
- 20.1.1 The Executive Engineer (E) AIIMS Bhopal in Charge will call bids for the above work. The Earnest Money will be fixed with respect estimated cost put to tender.
- Part A:-** CPWD-7 including Schedule A to F of the work,
Standard General Conditions of Contract for CPWD, 2014 as amended / modified
upto DG/CON/302 dated 09.02.2018.
- Part B:-** Particular Specifications and Special conditions, specifications and schedule of quantities as applicable to the work.
- 20.1.2 After acceptance of the bid by competent authority, the Executive Engineer in-charge shall issue letter of award on behalf of the Director AIIMS Bhopal. After the work is awarded, the main contractor will have to enter into one agreement with Executive Engineer in charge.
- 20.1.2 Entire work under the scope of bid including all components shall be executed under one agreement.
- 20.1.3 Security Deposit will be worked out corresponding to the estimated cost of the work.
- 20.1.4 Running payment shall be made by Executive Engineer (E), AIIMS Bhopal to the main contractor.
- 20.1.5 (a) The work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer -in -charge.
- 20.1.5 (b) Final bill of whole work shall be finalized and paid by the E. E .(E) AIIMS Bhopal .
21. In case any discrepancy, is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and 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 tenderer shall not be allowed to participate in the re-tendering process of the work.
22. A new provision of Integrity Pact (IP) was introduced in **GCC-2014 vide DG/CON/302 dated 09.02.2018**. In the OM it is mentioned that at the time of submission of bid, it shall be mandatory to sign the pact by the bidder failing which the bidder will stand disqualified from the tendering process and such bid would be summarily rejected.
23. In case of e-tendering, Integrity Pact shall be treated in the same manner as other components of the bid document. In e-tendering, the intending bidder does not sign any document physically and entire bid document is submitted through digital signature. Since IP is a part of bid document no separate physical submission is required with other documents to be submitted in the office of tender opening authority. In addition to other component of bid document, the Integrity Pact along shall also be signed between Executive Engineer and successful bidder after acceptance of bid.

INTEGRITY PACT

To,

.....

.....

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Sub: **NIT No. 12/NIT/ABEU/AIIMS/BPL/2019-20**For the work of **“Supply and laying of grass and plants near Hospital Building (Extension Area) at AIIMS Bhopal.”**

Dear Sir,

It is here by declared that AIIMS 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 Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the AIIMS.

Yours faithfully,

Executive Engineer (E)

To,

The Executive Engineer (E),

ABEU, AIIMS Bhopal.

Sub: **NIT No. 12/NIT/ABEU/AIIMS/BPL/2019-20**

For the work of **“Supply and laying of grass and plants near Hospital Building (Extension Area) at AIIMS Bhopal.”**

Dear Sir,

I / We acknowledge that AIIMS is committed to follow the principles thereof as enumerated in the Integrity 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 integrity 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 Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CPWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, AIIMS 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 Bhopal.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20

BETWEEN

Director AIIMS Bhopal represented through Executive Engineer,,

(Name of Division)

AIIMS,, (Hereinafter referred as the

(Address of Division)

'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. 12/NIT/ABEU/AIIMS/BPL/2019-20) (hereinafter referred to as “Tender/Bid”) and intends to

award, under laid down organizational procedure, contract for **“Supply and laying of grass and plants near Hospital Building (Extension Area) at AIIMS Bhopal.”**

hereinafter referred to as the “Contract”.

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the 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 endeavour 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.
 - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) 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.
- a. 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.
4. 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

1. 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:
- a. 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:**
- a. 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.

- b. **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 Indian Penal code (IPC)/Prevention of Corruption 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

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.

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/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

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

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

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any 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 05 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.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal / Owner, who has floated the 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 Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation** there of 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 / Contract documents with regard any of the provisions covered under this Integrity Pact.

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

- 1. (Signature, name and address)
- 2. (Signature, name and address)

Place: -

Dated: -

निविदा (TENDER)

मैंने/हमने कार्य के लिए निविदा आमंत्रण सूचना, अनुसूची क,ख,ग,घ, ङ, और च, लागू विनिर्देश, नक्शे एवं डिजाइन, सामान्य नियम एवं निर्देश, ठेके के उपबंध, विशिष्ट शर्तें, दर अनुसूची एवं अन्य कागजात तथा ठेके की शर्तों में दिए गए नियम तथा निविदा कागजात में उल्लिखित अन्य बातों को पढ़ व जांच लिया है।

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.

मैं/हम, एतद्वारा **निदेशक, अखिल भारतीय आयुर्विज्ञान संस्थान, भोपाल** के लिए अनुसूची 'च' में विनिर्दिष्ट समय के भीतर विनिर्दिष्ट कार्य, यथा-मात्राओं की अनुसूची तथा सभी संबंधित विनिर्देशों, डिजाइनों, नक्शों के अनुरूप तथा सामान्य नियमावली के नियम-1 और ठेके की शर्तों के खंड-11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती है और उसके संबंध में, ऐसी शर्तें जो लागू हों, के अनुरूप निष्पादन हेतु निविदा देता हूँ/देते हैं।

I/We hereby tender for the execution of the work specified for the Director AIIMS Bhopal within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings 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 respects in accordance with, such conditions so far as applicable.

हम निविदा को, इसके खोले जाने की निर्धारित तारीख से साठ (60) दिन के लिए खुला रखने तथा इसकी शर्तों एवं निबंधनों में, किसी प्रकार का परिवर्तन करने के लिए सहमत हैं।

I/We agree to keep the tender open for **Sixty (60) days** from the due date of opening of and not to make any modification in its terms and conditions.

₹ 42,598/- की धनराशि, धरोहर राशि के रूप में ट्रेजरी चालान रसीद/अनुसूचित बैंक की मांग जमा रसीद/अनुसूचित बैंक की सावधी जमा रसीद /अनुसूचित बैंक का डिमांड ड्राफ्ट/ अनुसूचित बैंक द्वारा जारी बैंक गारंटी के रूप में इसके साथ भेजी जा रही है। यदि मैं / हम निर्धारित निष्पादन गारंटी को निर्धारित समय अवधि में प्रस्तुत करने में असफल रहते हैं तो मैं/ हम यह मंजूर करते हैं कि **निदेशक, अखिल भारतीय आयुर्विज्ञान संस्थान, भोपाल** या उनके कार्यालय के उत्तराधिकारी किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि जब्त करने के लिए पूर्णतया स्वतंत्र होंगे। इसके अलावा, यदि मैं/हम विनिर्दिष्ट कार्य प्रारंभ करने में असफल रहते हैं तो मैं/ हम यह मंजूर करते हैं कि भारत के राष्ट्रपति या उनके कार्यालय के उत्तराधिकारी कानून में उपलब्ध किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि, तथा निष्पादन गारंटी जब्त करने के लिए पूर्णतया स्वतंत्र होंगे अन्यथा उक्त धरोहर राशि निविदा कागजात के अनुसार उसमें निहित शर्तों व निबंधनों के अनुसार कार्यों के निष्पादन एवं आदिष्ट विचलनों को अनुसूची 'च' में वर्णित प्रतिशत से अनधिक व निविदा प्रपत्र के खण्डों 12.2 व 12.3 में निहित प्रावधानों के अनुसार निश्चित की जाने वाली दरों पर उस सीमा से अधिक के विचलनों के करने के लिए उनके द्वारा प्रतिभूति-निपेक्ष के रूप में रोक ली जाएगी। इसके अतिरिक्त मैं/हम सहमत हैं कि बयाना राशि या बयाना राशि तथा उपर्युक्त निष्पादन गारंटी जब्त हो जाने के मामले में मुझे/हमें कार्य की पुनः निविदा प्रक्रिया में भाग लेने से रोक दिया जाएगा।

A sum of **₹42,598/-** is hereby forwarded in Cash/ Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank as earnest money. A copy of the earnest money in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank is scanned and uploaded (**strike out as the case may be**). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Director AIIMS Bhopal 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 Director AIIMS Bhopal or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be guarantee 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 or performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.**

मैं वचन देता हूँ तथा पुष्टि करता हूँ/हम वचन देते हैं तथा पुष्टि करते हैं कि पात्रता के लिए समान निर्माण कार्य को बैक टू बैक आधार पर एक अन्य ठेकेदार द्वारा नहीं करवाया गया है। इसके अलावा यदि इस प्रकार का उल्लंघन विभाग की जानकारी में आता है तो मुझे/हमें भविष्य में केलोनिवि में निविदा देने से हमेशा के लिए वंचित कर दिया जाएगा। साथ ही, यदि कार्य के प्रारंभ होने की तारीख से पहले इस प्रकार का उल्लंघन विभाग की जानकारी में आता है तो भारसाधक इंजीनियर को बयाना राशि जमा/कार्य निष्पादन गारंटी की समग्र राशि जब्त करने की स्वतंत्रता होगी।

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 Bhopal 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 Deposited / Performance Guarantee.

मैं/हम एतत् द्वारा घोषणा करते हैं कि मैं/हम निविदा कागजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कागजात के रूप में रखेंगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, जिन्हें मैं/हम सूचित करने के लिए प्राधिकृत हो, से भिन्न किसी को, नहीं बताएंगे या जानकारी को किसी ऐसे रूप में प्रयोग नहीं करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो।

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 therefrom 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.

तारीख Dated #.....

ठेकेदार के हस्ताक्षर Signature of Contractor#

डाक का पता Postal Address#

साक्षी Witness : #

पता Address: #

उपजीविका Occupation : #
applicable

To be filled in by the contractor/witness as

स्वीकृति ACCEPTANCE

मैं निदेशक, अखिल भारतीय आयुर्विज्ञान संस्थान, भोपाल की ओर से तथा उनके लिए ₹
.. (रूपए ') की राशि के लिए उपर्युक्त निविदा (अधोलिखित पत्रों के अनुसार परिवर्तित) स्वीकार करता हूँ।

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of the Director AIIMS Bhopal for a sum of ₹. _____
Rupees _____)

नीचे दिए गए पत्र इस ठेका करार का हिस्सा होंगे।

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

a)

b)

c)

भोपाल की ओर से तथा उनके लिए

निदेशक, अखिल भारतीय आयुर्विज्ञान संस्थान,

For & on behalf of the Director AIIMS Bhopal

हस्ताक्षर Signature

तारीख Dated

पदनाम Designation

अनुसूचियां SCHEDULES**अनुसूची 'क' SCHEDULE 'A'**

मात्राओं की अनुसूची (संलग्न)

Schedule of quantities (Enclosed) Page No. 31 to 32

अनुसूची 'ख' SCHEDULE 'B'

ठेकेदार की निर्गत की जाने वाली सामग्रियों की अनुसूची

Schedule of materials to be issued to the contractor.

क्रम. सं. S.No.	मद विवरण Description of item	मात्रा Quantity	जिस दर पर सामग्रियां ठेकेदार को प्रभारित होगी वह दर अंकों एवं शब्दों में Rates in figures & words at which the material will be charged to the contractor	निर्गत स्थान Place of Issue
1	2	3	4	5

----- NIL -----

अनुसूची 'ग' SCHEDULE 'C'

ठेकेदार को भाड़े पर दिए जाने वाले औजार एवं संयंत्र

Tools and plants to be hired to the contractor

क्रम सं. Sl. No.	विवरण Description	भाड़ा प्रभार प्रतिदिन Hire charges per day	निर्गत स्थान Place of Issue
1	2	3	4

NIL

<p>अनुसूची 'घ' SCHEDULE 'D' कार्य के लिए विशेष अपेक्षाएं/ दस्तावेज, यदि कोई हों, की अतिरिक्त अनुसूची Extra schedule for specific requirements/documents for the work, if any.</p>	<p>As enclosed</p>
<p>अनुसूची (ड) SCHEDULE 'E' ठेके की सामान्य शर्तों का संदर्भ CPWD 1. Reference to General Conditions of contract DG/CON/302</p> <p>कार्य का नाम Name of work :</p> <p>कार्य की अनुमानित लागत Estimated cost of work :</p> <p>(i) धरोहर राशि Earnest money:</p> <p>(ii) निष्पादन गारंटी Performance guarantee :</p> <p>(iii) प्रतिभूति निक्षेप: Security Deposit:</p>	<p>General Conditions of Contract 2014, Works, 2014 as amended upto dated 09.02.2018</p> <p>Supply and laying of grass and plants near Hospital Building (Extension Area) at AIIMS Bhopal.</p> <p>₹ 21,29,887/- ₹ 42,598/- (To be returned after receiving Performance Guarantee)</p> <p>5% of tendered value. निविदित मूल्य का 5 प्रतिशत</p> <p>2.5% of tendered Value</p>
<p>अनुसूची 'च' SCHEDULE 'F' सामान्य नियम एवं दिशानिर्देश: General Rules & Directions: निविदा आमंत्रण करने वाला प्राधिकारी Officer inviting tender - कार्य की मदों की मात्रा के लिए अधिकतम प्रतिशत जिससे अधिक निष्पादित मदों के लिए दरों का निर्धारण खण्ड 12.2 और 12.3 के अनुसार होगा 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.</p> <p>Definitions: 2(v) भारसाधक इंजीनियर Engineer-in-Charge 2(viii) स्वीकार कर्ता प्राधिकारी Accepting Authority 2(x) अतिरिक्त और लाभों को पूरा करने के लिए श्रम एवं सामग्रियों की लागत पर प्रतिशतता Percentage on cost of materials and labour to cover all overheads and profits.</p> <p>2(xi) दरों की मानक अनुसूची Standard schedule of Rates</p> <p>(xii) विभाग Department</p> <p>9(ii) मानक के.लो.नि.वि. ठेका फार्म Standard CPWD contract Form</p>	<p>Executive Engineer (E), ABEU AIIMS निम्नानुसार see below</p> <p>Executive Engineer (E), ABEU AIIMS Bhopal Superintending Engineer, AIIMS Bhopal 15% (Fifteen per cent) Delhi Schedule of rate 2016 with correction slips issued up to date of receipt of tender. ABEU AIIMS Bhopal CPWD Form 7 (Print edition -2014) as modified) & corrected up to DG/CON/ 298 dated 29.09.2017</p>

खण्ड Clause 1

- (i) स्वीकृति पत्र जारी होने की तारीख से निष्पादन गारंटी के प्रस्तुतीकरण के लिए अनुमत समय
Time allowed for submission of performance guarantee from the date of issue of letter of acceptance : 7 days
- (ii) (उपर्युक्त i) में दी गई अवधि के पश्चात् अधिकतम अनुमय एक्सटेंशन
Maximum allowable extension with late fee @ 0.10% per day of performance guarantee amount beyond the period as provided in (i) above : 7 days

खण्ड Clause 2

खण्ड 2 के तहत प्रतिकार निश्चित करने वाला प्राधिकारी
Authority for fixing **Superintending Engineer (E), AIIMS**
Compensation under clause 2

खण्ड Clause 2A

क्या खण्ड 2 क लागू होगा
Whether clause 2A shall be applicable **YES**

खण्ड Clause 5

कार्य आरंभ की तारीख की गणना के लिए स्वीकृति पत्र के जारी होने की तारीख से दिनों की संख्या
No. of days from the date of issue of letter of acceptance for reckoning date of start **14 days**

लक्ष्य (मील-पत्थर) सारणी Table of milestone(s)

Sl. No.	Description of Mile stone (Financial)	Time allowed in Months (From date of start) for achieving milestone	Amount to be withheld in case of Non-achievement of each mile stone
1.	1/3	02 Months	1.50%
2.	2/3	04 Months	1.50%
3.	Full	05 Months	2.00%

खण्ड Clause 5.2

Nature of Hindrance Register (either Physical or Electronic) **Physical**
कार्य निष्पादित करने के लिए अनुमत्य समय

- Time allowed for execution of work Authority to decide **05 Months**
- (i) Extension of Time **Executive Engineer (E), ABEU AIIMS Bhopal**
- (ii) Rescheduling of mile stones **Executive Engineer (E), ABEU AIIMS Bhopal**
- (iii) Shifting of date of start in case of delay in handing over of site **Executive Engineer (E), ABEU AIIMS Bhopal**

खण्ड Clause 6, 6A

खंड लागू-(6 या 6 क) Clause applicable **6 A**

खण्ड Clause 7

अंतरिम भुगतान के लिए पात्र होने के लिए अंतिम ऐसे भुगतान के बाद कुल भुगतान एकत्रित सामग्रियों के अग्रिमों के समायोजन सहित किया जाने वाला कुल कार्य
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. 4.00 Lakhs**

खण्ड 10 क Clause10A

कार्यस्थल प्रयोगशाला में टेकेदार द्वारा उपलब्ध कराये जाने परीक्षण उपकरण की सूची
List of testing equipment to be provided by the Contractor at site lab. **Not Applicable**

CORRECTION	NIL	INSERTION	NIL
CUTTING	NIL	OVERWRITING	NIL

खण्ड Clause10B(ii)

क्या खण्ड 10 ख (ii) लागू होगा
Whether clause 10B (ii) shall be applicable **Yes**

खण्ड Clause10C

Component of labour expressed as **25%**
Percent of value of work

खण्ड Clause10CA

Material covered under this clause	Nearest materials (Other than cement, reinforcement bars and structural steel) for which All India Whole Sale Price Index is to be followed.	Base Price of all materials covered under clause 10 CA *
1 Cement	NA	NA
2 Steel reinforcement	NA	NA
3 Structural steel	NA	NA

खण्ड Clause10CC

खण्ड 10 गग उन संविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अगले कालम में दर्शाई गई अवधि से अधिक अनुबंधित है।
Clause 10CC to be applicable in contracts with stipulated period of compensation exceeding the period shown in next column : **Not applicable**

खण्ड Clause 11

कार्य निष्पादन के लिए अनुपालन
Specifications to be followed for execution of work
CPWD specification 2009 Vol. I & II with up to date correction slips for civil works.

खण्ड Clause 12

12.2 & 12.3

विचलन सीमा जिसके परे खण्ड 12.2 तथा 12.3 भवन निर्माण कार्य के लिए लागू होंगे
Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work (Other than foundation) : **30%**

12.5

वह विचलन सीमा जिसके परे खण्ड 12.2 तथा 12.3 नींव कार्य के लिए लागू होंगे
Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work : **100%**

खण्ड Clause 16

घटी हुई दर निर्धारित करने की लिए सक्षम प्राधिकारी
Competent Authority for deciding reduced rates. **S.E. AIIMS Bhopal**

खण्ड Clause 18

कार्यस्थल पर ठेकेदार द्वारा लगाये जाने वाली अनिवार्य मशीनरी औजार एवं सयंत्रों की सूची :-
List of mandatory machines, tools and plants to be deployed by the contractor at site. **As required by Engineer in charge**

खण्ड Clause 25

YES

For Total Claim upto Rs. 25 Lakhs

Designation	Constitution of Dispute Redressal Committee (DRC)
Chairman	Dy. Director AIIMS Bhopal
Member	F.A AIIMS Bhopal
Member	Superintending Engineer AIIMS Bhopal
Presenting Officer	Executive Engineer, AIIMS Bhopal

For Total Claim above Rs. 25 Lakhs

Designation	Constitution of Dispute Redressal Committee (DRC)
Chairman	Director AIIMS Bhopal
Member Secretary	Dy. Director AIIMS Bhopal
Member	F.A AIIMS Bhopal
Presenting Officer	Superintending Engineer AIIMS Bhopal

खण्ड Clause 31

Whether clause 31 shall be applicable

Yes

खण्ड Clause 36(i)

NA

S.NO	Requirement of Technical staff	Minimum experience (Years)	Designation of Technical staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)
1	2	3	4	5

अनुमत्य विचलन से अधिक की मात्राओं के लिए वसूली दरें

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

क्रम सं. SI No.	मद विवरण Description of item	अंको और शब्दों में वह दर जिस पर ठेकेदार से वसूली की जाएगी Rates in figures and words at which recovery shall be made from the Contractor
		अनुमत्य विचलन से अधिक आधिक्य Excess beyond permissible variation
		अनुमत्य विचलन से अधिक उपयोग घटाया Less use beyond the permissible variation

- 1.
- 2.

BLANK

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 Executive 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 20...

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.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of 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

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of **120** days for Single Bid System from last date of receipt of tender.

BLANK

Form of Performance guarantee / Bank guarantee bond

[Reference para 21.1.(1)(V)]

In consideration of the **Director AIIMS Bhopal** (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and (Hereinafter called "the said Contractor(s)") for the work..... (Hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (Hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees..... Only) on demand by the Government.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

*Dated theday offor.....(indicate the name of the Bank

CORRECTION	NIL	INSERTION	NIL
CUTTING	NIL	OVERWRITING	NIL

AE(P)

EE(P)

BLANK

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHOPAL						
NIT NO. 12/NIT/ABEU/AIIMS/BPL/2019-20						
Name of Work :- Supply and Laying of Grass and plants near Hospital Building (Extension area) at AIIMS Bhopal.						
SCHEDULE OF QUANTITY						
Name of the Contractor						
Sr. No	Description of Items	Qty	Unit	Quoted rates are negative or positive	Rate in Figures in Rupees	Amount
1	Supplying and stacking of good earth at site including royalty and carriage upto 5 km complete (earth measured in stacks will be reduced by 20% for payment).	1584	Cum	Normal Item	469.50	743688.00
2	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan), including disposal of excavated earth, lead up to 50 m and lift up to 1.5m, as per directions of Engineer-in-charge.					
a)	All kinds of soil	3150	Cum	Normal Item	155.60	490140.00
3	Uprooting weeds from the trenched area after 10 to 15 days of its flooding with water including disposal of uprooted vegetation	11400	sqm	Normal Item	4.30	49020.00
4	Fine dressing of the ground.	11400	sqm	Normal Item	3.25	37050.00
5	Spreading of sludge, dump manure and/or good earth in required thickness as per direction of officer-in-charge (cost of sludge, dump manure and/ or good earth to be paid separately).	3420	Cum	Normal Item	46.15	157833.00
6	Grassing with selection No. 1/ Doob grass including watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn, free from weeds and fit for mowing including supplying good earth, if needed (the grass and good earth shall be paid for separately).					
a)	In rows 5 cm apart in both directions	11400	Sqm	Normal Item	15.55	177270.00
7	Digging holes in ordinary soil and refilling the same with the excavated earth mixed with manure or sludge in the ratio of 2:1 by volume (2 parts of stacked volume of earth after reduction by 20% : 1 part of stacked volume of manure after reduction by 8%) flooding with water, dressing including removal of rubbish and surplus earth, if any, with all leads and lifts (cost of manure, sludge or extra good earth if needed to be paid for separately)					
a)	Holes 60 cm dia, and 60 cm deep	50	Each	Normal Item	39.95	1998.00
b)	Holes 45 cm dia, and 45 cm deep	30	Each	Normal Item	17.10	513.00
8	Supplying and stacking of well decayed cattle manure at site including royalty and carriage upto 5 k.m. lead complete (cattle manure measured in stacks will reduced by 8% for Payment).	839.04	Cum	Normal Item	230.45	193357.00

9	Providing and fixing M. S. tree guard 45 cm square in plan, height 1.20 metre above ground level and 0.40 metre below ground level. The vertical members shall consist of four nos. angle iron of size 25x25x3 mm, 1.6 m long, one at each corner and 8 nos flat iron of size 25x3 mm, 1.2 m long. The vertical members shall be welded to 4 nos. 25x6 mm M. S. flats placed horizontally around the vertical member of the cage. One name plate of 1mm thick M.S. sheet of size 250x100 mm shall be welded to the tree guard near the middle height and lettered CPWD/ PWD/ any other approved name. The tree guard shall be fixed to the ground by making suitable holes and by embedding four corners leg in the ground, including refilling the earth, compaction etc. complete. The tree guard shall be painted with two or more coats of synthetic enamel paint of approved brand and manufacture over a coat of primer, complete in all respect.	80	Each	Normal Item	1949.15	155932.00
11	Plantation of Trees, Shrubs, and Hedge at site i/c watering and removal of unserviceable material's as per direction of officer in charge (excluding cast of plant & water)					
a)	Trees Plant	80	Each	Normal Item	6.40	512.00
10	Supplying & Stacking of Selection No.1/doob grass at site fresh & free from weeds having proper roots in green including loading, unloading, carriage and all taxes paid etc. and as per direction of officer in charge.	2280	Sqm	Normal Item	50.80	115824.00
11	Supply and stacking of Azadirachta indica (Neem) of height 180-200cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	10	Each	Normal Item	65.00	650.00
12	Supply and stacking of Cassia fistula (Amaltash) of height 180-200cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	10	Each	Normal Item	65.00	650.00
13	Supply and stacking of Cassia siamea plant of height 180-200cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	10	Each	Normal Item	65.00	650.00
14	Supply and stacking of Delonix regia (Gulmohar)of height 180-200cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	15	Each	Normal Item	60.00	900.00
15	Providing and stacking of Lagerstroemia flosreginae of height 180-200cm.in big poly bag of size 25 cm as per direction of the officer-in-charge.	20	Each	Normal Item	120.00	2400.00
16	Supply and stacking of Manilkara hexandra (Khirmi) of height 180-200cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	15	Each	Normal Item	100.00	1500.00
Grand Total						2129887.00
Percentage above/ below OR At Par rate the estimated cost						
Grant Total Amount						-
Contractor Percentage in words						

PARTICULAR SPECIFICATIONS
&
SPECIAL CONDITIONS

1. GENERAL

- 1.1 The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
- 1.2 Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.
- 1.3 The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-7/8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
- 1.4 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.
- 1.5 Water and electricity will be supplied by department free of cost. (if required)
- 1.6 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.
- 1.7 ~~Cast iron pipes and fittings without ear shall be used. However, pipes and fittings with ears may be accepted without any extra payment. In such cases, clamps are not required and no extra payment shall be made for fixing the pipes in a different manner.~~
- 1.8 ~~Any cement slurry added over base surface for bond or for continuation of concreting, for protecting reinforcement bars, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.~~
- 1.9 Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required at any stage shall have to be done by the contractor at his own cost.
- 1.10 No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 1.11 Only Star headed Stainless Steel screws shall be used unless otherwise specified.

- 1.12 **Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.**
- 1.13 Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.
- 1.14 The contractor shall prepare all the needed shop drawings well in advance and get them approved before placing the order and execution of the item.
- 1.15 The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer - in -Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications.
- 1.16 The contractor shall not store /dump construction material or debris on metalled road.
- 1.17 The contractor shall get prior approval from Engineer-in-charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic / inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
- 1.18 The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot / area using CGI sheets or plastic and / or other similar material to ensure that no construction material dust fly outside the plot area.
- 1.19 The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes / or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that en route their destination, the dust, sand or any other particles are not released in air / contaminate air.
- 1.20 The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- 1.21 The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
- 1.22 The contractor shall ensure that C&D waste is transported to the C & D waste site only and due record shall be maintained by the contractor.
- 1.23 The contractor shall compulsory use of wet jet in grinding and stone cutting.
- 1.24 The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.

2. RATE

- 2.1 The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Engineer in charge, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.
- 2.2 The rates quoted by the tenderer, shall be firm and inclusive of all taxes and levies.
- 2.2.1 **Contractor has to be submit the GST compliant Bill showing work done and GST component separately.**
- 2.3 No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.
- 2.4 All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement & other storage, fabrication yard, site laboratory, water tank etc.
- 2.5 For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the laborers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.
- 2.6 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- 2.7 Any damage to the existing installation/ equipment/ work shall be the responsibility of the contractor and should be repaired immediately on his own cost for which nothing extra shall be paid by the department.
- 2.8 As the work to be carried out as in occupied hospital building, proper care to be taken by the agency by issuing ID cards etc. to the workers for identification.

3. CLEANLINESS OF SITE

The Contractor shall not stack building material / malba / muck/ rubbish on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-Charge, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material / malba as stated above, the Contractor shall be liable to pay the stacking charges / penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer –in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

4. INSPECTION OF WORK

In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the senior officers of AIIMS in addition of the Engineer-in-Charge and his authorized representative. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-Charge or other officers as stated above to visit the works shall have been given to the Contractor, either himself be present to receive the orders and instructions or have a responsible Site Engineer duly accredited in writing, to be present for that purpose Senior Officers of AIIMS Authorities shall be inspecting the on-going work at site at any time with or without prior intimation.
