

अखिल भारतीय आयुर्विज्ञान संस्थान भोपाल
ALL INDIA INSTITUTE OF MEDICAL SCIENCES



NOTICE INVITING TENDER

Vide TS No.	:	27/TS/EE (E)/ABEU/AIIMS/BPL/2018-19
Notice Inviting Tender No.	:	16/EE(E)/ABEU/AIIMS/BPL/2018-19
Name of Work	:	Making of Nuring Counter, cup boards, cabinets, wall hung cabinets etc. on labour rate basis at various locations at AIIMS Bhopal.
Estimated Cost	:	₹ 9,84,824/-
Earnest Money	:	₹ 19,696/- (2% of Estimated Cost)
Performance Guarantee	:	5% of Tender Value
Security Deposit	:	2.5% of Tender Value
Time Allowed	:	06 (Six) Months.

Certified that this N.I.T. contains 01 to 36 Pages (One to Thirty Six Only).

This N.I.T. is approved for ₹ 9,84,824/- (Rupees nine Lakh Eighty Four Thouand Eight Hundred Twenty Four Only)

Assistant Engineer (P),
ABEU, AIIMS Bhopal

Executive Engineer
ABEU, AIIMS Bhopal

Superintending Engineer,
Project Cell, MoHFW,
AIIMS Bhopal.

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Name of work: - **Making of nursing counter, cup boards, cabinets, wall hung cabinets etc on labor rate basics at various locations at AIIMS Bhopal.**

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Certified that this bid document contains pages 1 to 36 (One to Thirty Six excluding front Cover Page).

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CORRECTION	<u>NIL</u>	INSERTION	<u>NIL</u>		
CUTTING	<u>NIL</u>	OVERWRITING	<u>NIL</u>	AE(P)	EE(P)

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

PRESS NOTICE FOR NEWS PAPER

The Executive Engineer (E), AIIMS Bhopal on behalf of the Director (AIIMS) Bhopal invites **Percentage Rate Bids** from Approved & Eligible Contractor of **CPWD in furniture class or specialized agencies in Two Bid System who fulfills the NIT criteria** for the following work:

NIT No. 16/EE(E)/ABEU/AIIMS/BPL/2018-19

Name of work: - Making of nursing counter, cup boards, cabinets, wall hung cabinets etc on labor rate basics at various locations at AIIMS Bhopal.

Estimated Cost: ₹ 9,84,824/- Earnest Money: - ₹ 19,696/-

Completion Period: - 06 Months, Last time and date of submission of bid: Up to 03.00 PM on 10/12/2018.

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 TWO BID SYSTEM)

The Executive Engineer (E), AIIMS Bhopal on behalf of the Director (AIIMS) Bhopal invites Percentage Rate Bids from Approved & Eligible Contractor of CPWD in furniture class or specialized agencies in Two Bid System who fulfills the NIT criteria 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, copy of receipt for deposition of original EMD and other documents as specified in the Press Notice	Time & Date of opening of Technical Bid	Time & Date of opening of Price Bid
1	2	3	4	5	6	7	8	
1	16/EE(E)/ABEU/AIIMS/BPL/2018-19	Making of nursing counter, cup boards, cabinets, wall hung cabinets etc on labor rate basics at various locations at AIIMS Bhopal.	₹ 9,84,824/-	₹ 19,696/-	06 Months	Up to 3:00 PM on 10/12/2018	Up to 3:30 PM on 10/12/2018	-----

1. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
 - a. Should have satisfactorily completed the works as mentioned below during the last Seven years ending **previous day of last date of submission of bids.**
 - i. One similar work each costing not less than ₹ 7.88 Lakhs
 - ii. Two similar works each costing not less than ₹ 5.91 Lakhs
 - iii. Three similar works costing not less than ₹ 3.94 Lakhs.
 - iv. Similar work means **“Providing and fixing/ making of modular furniture’s.”** 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 last date of submission of bids.
 - b. Should have had average annual **financial turnover** of ₹ **4.00 Lakh** during the immediate last three consecutive financial years. (Scanned copy of Certificate from CA to be uploaded).
 - c. Should not have **incurred any loss** in more than two years during the last five years ending **31st March 2018.**

2. 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.
3. Information and Instructions for bidders posted on website shall form of bid document.
4. 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, www.aiimsbhopal.edu.in and www.eprocure.gov.in
5. But the bid can only be submitted after **deposition of original EMD in the office of Executive Engineer (E), ABEU AIIMS BHOPAL inviting bids 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** and other documents as specified.
6. 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.
7. The intending bidder must have valid *class-I/Class-II/Class-III digital signature* to submit the bid.
8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of **JPG** format and **PDF** format.
10. **Certificate of Financial Turn over:** At the time of submission of bid contractor may upload Affidavit/ Certificate from **C.A.** mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
11. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in Grey colour. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0” (ZERO). Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO). **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.**
12. The PQ bid will be opened first on due date and time as mentioned above. **The time & date of opening of financial bid of contractors qualifying the eligibility bid will be communicated to them a later date.**
13. ~~Pre Bid conference shall be held in the chamber of Executive Engineer (E), AIIMS, Bhopal at 11:00 AM on **___/___/2018** to clear the doubt of intending bidders, if any.~~

14. When bids are invited in Two 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.
15. 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.
16. **List of Documents to be scanned and uploaded within the period of bid submission:**
 - I. Contractor Enlistment Order/ Registration in concerned department as specified in the NIT.
 - ~~II. Valid Electrical Contractor License or Undertaking that they will either obtain valid Elect. License at the time of execution of Electrical Work~~
 - III. Treasury Challan/Demand Draft/Pay order or banker's Cheque/Deposit at call receipt/Bank guarantee of any scheduled Bank against EMD.
 - IV. Certificates of work experience, to be issued by office of the rank not below Executive Engineer.
 - V. Certificate of Financial Turnover from CA.
 - ~~VI. Bank Solvency Certificate.~~
 - VII. Any other Document as specified in the Press Notice.
 - VIII. Certificate of registration for GST and acknowledgement of up to date filed returns (if applicable).
 - IX. **Scan Copy of Original EMD in favor of Director AIIMS BHOPAL**
 - X. **Copy of PAN Card issued by Income Tax Department.**
 - XI. **Postal Address, Mobile No. and e-mail ID of bidder.**
 - XII. **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)]**

Executive Engineer (E)
ABEU, AIIMS Bhopal

AIIMS, BHOPAL

Notice Inviting Tender

1. **The Executive Engineer (E), AIIMS Bhopal on behalf of the Director (AIIMS) Bhopal invites Percentage Rate Bids from Approved & Eligible Contractor of CPWD in furniture class or specialized agencies in Two Bid System who fulfills the NIT criteria for the following work of “Making of nursing counter, cup boards, cabinets, wall hung cabinets etc on labor rate basics at various locations 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 to **Cost of ₹ 9,84,824/-** This estimate, however, is given merely as a rough guide.

- 1.1 The competent authority to approve NIT for the combined 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 Intending bidder 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:-

2. **Criteria of eligibility for submission of bid documents**

- 2.1. One similar work costing not less than **₹ 7.88 Lakhs** or Two similar works each costing not less than **₹ 5.91 Lakh** or Three similar works costing not less than **₹ 3.94 Lakh** in last 7 (Seven) Years ending previous day of Last date of submission of Bids.
- 2.2. 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 last date of submission of bids. This is applicable for 1.2.1 as well 1.2.2. (This is not applicable for CPWD enlisted contractors of appropriate class in composite category). Similar work means **“Providing and fixing / Making of modular furniture’s”**

To become eligible for issue of bid, the bidders 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 tendering in CPWD 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. (Scanned copy to be uploaded at the time of submission of bid).

- 2.4 **When bids are invited from Non CPWD/MES/PWD contractors**, as per the provisions of clause 2.2, it will be mandatory for Non-CPWD contractors to upload the work experience certificate(s) and affidavit as per the provisions of clause 1.2.2. But for such bids, Class-I A and above registered contractors of composite category of CPWD/MES/PWD are eligible to submit the bids without submission of work experience certificate and affidavit. Therefore, CPWD/MES/PWD class-I A and above registered contractors of composite category of CPWD/MES/PWD shall upload two separate letters for experience certificate and affidavit that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields.

3. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 amended up to **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.
4. The time allowed for carrying out the work will be **06 (Six) 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.
5. **The site for the work is available.**
6. The bid document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website www.tenderwizard.com/AIIMS_BHOPAL, www.aiimsbhopal.edu.in and www.eprocure.gov.in free of cost.
7. 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.
8. While submitting the revised bid, contractor can revise the quoted rates but before last date and time of submission of bid as notified.
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, 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.
10. Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice 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 with office of E.E.(E) AIIMS Bhopal and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at **03.30 PM on 10/12/2018.**

11. The contractors registered prior to 01.04.2015 on e-tendering portal of tender wizard 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.
12. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
 - a) The bidder is found ineligible.
 - b) The bidder does not deposit original EMD Executive Engineer (E), AIIMS Bhopal.
 - c) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document including the copy of receipt for deposition of original EMD.
 - d) 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.
 - e) **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.**
13. 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:-**
“Making of nursing counter, cup boards, cabinets, wall hung cabinets etc on labor rate basics at various locations 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

CORRECTION	NIL	INSERTION	NIL
CUTTING	NIL	OVERWRITING	NIL

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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. The bid for the works shall remain open for acceptance for a period of **Sixty (60) days** from the date of opening of technical bid in case bids are invited on two envelop system (strike out as the case may be). 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.**
20. 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 : -
 - a) 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.
 - b) Standard C.P.W.D. Form 7 amended up to **DG/CON/302 dated 09/02/2018** or other Standard other C.P.W.D. Form as applicable.

21. For Composite Bids

21.1.1. The Executive Engineer in Charge of the major component will call bids for the composite work. The Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.

21.1.2. The bid document will include following three components:

Part A: - CPWD-7 including Schedule A to F for the major component 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 major component of the work.

21.1.3 The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individual. ~~For electrical works, the bidder should have valid electrical license from competent authority in the name of the contractor. However, the contractors is allowed to participate in tender with an undertaking that they will either obtain valid electrical license at the time of execution of electrical work or associate contractors having valid electrical license of eligible class.~~

~~21.1.4 The eligible bidders shall quote rates for major component as well as for minor components of work.~~

21.1.5 In case of registered contractor himself not having experience of wooden work/ modular furniture's, he need to associate himself with specialized agency/ manufacturer as per qualifying criteria of CPWD works manual for value of work. Prior approval from Engineer in charge should be obtained before start of work.

21.1.6 After acceptance of the bid by competent authority, the E.E.(E) in-charge of the work shall issue letter of award on behalf of the Director AIIMS. After the work is awarded, the main contractor will have to enter into one agreement with E.E.(E) in charge.

21.1.7 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.

~~21.1.8 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of work.~~

21.1.9 If required, the main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-Charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of minor component(s).

21.1.10 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

21.1.11 The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to Executive Engineer –in- Charge of each minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

CORRECTION	NIL	INSERTION	NIL	
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- 21.1.12 Running payment for the major component shall be made by E.E.(E) of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.
- 21.1.13 (A) The composite 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 of major component after record of completion certificate of all other components.
- (B) Final bill of whole work shall be finalized and paid by the E.E.(E) of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the E.E.(E) of major component for including in the final bill for composite contract.
- 22 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(E)AIIMS Bhopal, 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.
- 23 A new provision of Integrity Pact (IP) was introduced in GCC-2014 vide DG/CON/281 dated 04/08/2014. 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. 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,

Sub: **NIT No. 16/EE (E)/ABEU/AIIMS/BPL/2018-19**

For the work of: - **“Making of nursing counter, cup boards, cabinets ,wall hung cabinets etc on labor rate basics at various locations at AIIMS Bhopal.”**

Dear Sir,

It is here by declared that **AIIMS Bhopal** 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 **Director AIIMS Bhopal**.

Yours faithfully,

Executive Engineer (E)
ABEU AIIMS Bhopal.

To,

The Executive Engineer (E)

ABEU, AIIMS BHOPAL.

Sub: **Submission of Tender No. 16/EE (E)/ABEU/AIIMS/BPL/2018-19**
For the work of: - "Making of nursing counter, cup boards, cabinets ,wall hung cabinets etc on labor rate basics at various locations 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)

CORRECTION	<u>NIL</u>	INSERTION	<u>NIL</u>		
CUTTING	<u>NIL</u>	OVERWRITING	<u>NIL</u>	AE(P)	EE(P)

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 (E), ABEU, AIIMS Bhopal,
(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 No. **16/EE(E)/ABEU/AIIMS/BPL/2018-19**) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for **“Making of nursing counter, cup boards, cabinets ,wall hung cabinets etc on labor rate basics at various locations at AIIMS Bhopal.”** here in after referred to as the “Contract”.

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

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

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.

- b) 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.
- c) 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 participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (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.
- 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:

CORRECTION	NIL	INSERTION	NIL	
CUTTING	NIL	OVERWRITING	NIL	AE(P) EE(P)

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

- 2) **Forfeiture of EMD / Performance Guarantee / Security Deposit:**
If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.

- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of 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

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

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

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

- 1- The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for 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 06 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 of AIIMS Bhopal.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **AIIMS** 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, एतत् द्वारा **निदेशक अ.भा.आ.सं.** 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** 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.

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

₹ 19,696/- 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 **निदेशक, अखिल भारतीय आयुर्विज्ञान संस्थान भोपाल** 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 **₹19,696/-** 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.**

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.

CORRECTION	NIL	INSERTION	NIL
CUTTING	NIL	OVERWRITING	NIL

मैं/हम एतत् द्वारा घोषणा करते है कि मैं/हम निविदा कागजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कागजात के रूप में रखेगे 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 #.....

टेकेदार के हस्ताक्षर Signature of Contractor#

डाक का पता Postal Address#

साक्षी Witness : #

पता Address: #

उपजीविका Occupation : #
as applicable

To be filled in by the contractor/witness

स्वीकृति ACCEPTANCE

मै 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 हूं।

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 टेका करार का हिस्सा होंगे।

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

a)

b)

c)

निदेशक अ.भा.आ.सं. की ओर से तथा उनके लिए
For & on behalf of the Director AIIMS
हस्ताक्षरSignature

तारीख Dated

पदनाम Designation

अनुसूचियां SCHEDULES

अनुसूची 'क' SCHEDULE 'A'
मात्राओं की अनुसूची (सलग्न)

Schedule of quantities (As per PWD-3) (Enclosed)

Page No. 35 to 36 (Enclosed)

अनुसूची 'ख' SCHEDULE 'B'

टेकेदार 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 टेकेदार 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'

टेकेदार 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

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. -----Nil-----

अनुसूची (ड) SCHEDULE 'E'

1. **Reference to General Conditions of contract** General Conditions of Contract for CPWD Works, 2014 as amended upto DG/CON/302 dated 09/02/2018

कार्य का नाम Name of work :

“Making of nursing counter, cup boards, cabinets ,wall hung cabinets etc on labor rate basics at various locations at AIIMS Bhopal.”

कार्य की अनुमानित लागत Estimated cost of work

₹ 9,84,824/-

(i) धरोहर राशि Earnest money: Guarantee)

₹ 19,696/- (To be returned after receiving Performance

(ii) निष्पादन गारंटी Performance guarantee : प्रतिशत

5% of tendered value. निविदित मूल्य का 5

(iii) प्रतिभूति निक्षेप: Security Deposit:

2.5% of tendered Value

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.

EXECUTIVE ENGINEER (E) AIIMS Bhopal

निम्नानुसार

see below

Definitions:

2(v) **भारसाधक इंजीनियर Engineer-in-Charge**

EXECUTIVE ENGINEER (E) AIIMS Bhopal

2(viii) **स्वीकार कर्ता प्राधिकारी Accepting Authority**

SUPERINTENDING ENGINEER AIIMS

Bhopal

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.**

15% (Fifteen per cent)

2(xi) **दरों की मानक अनुसूची Standard schedule of Rates** For Civil:-

Delhi Schedule of Rate 2016(Civil) with correction slips issued up to date of receipt of tender.

2(xii) **विभाग Department**

ABEU AIIMS BHOPAL

9(ii) **मानक के.लो.नि.वि. ठेका फार्म Standard CPWD contract Form**

CPWD Form 7 (Print edition -2014) as modified & corrected up to DG/CON/ 298 dated 29.09.2017

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, programme chart (Time & Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof : from the date of issue of letter of acceptance : **7 days.**
- (ii) (उपर्युक्त i) में दी गई अवधि के पश्चात् अधिकतम अनुमेय 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 compensation under clause 2

Superintending Engineer, AIIMS Bhopal

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

Schedule of handing over the site
Schedule of issue of Designs
bidder

complete site is ready for work
drawing and design shall be prepared by

Nature of Hindrance Register
(either Physical or Electronic)

Physical

लक्ष्य

नीचे दी गई सारणी के अनुसार

Milestone(s) : - As per Table given below

लक्ष्य (मील-पत्थर) सारणी

Table of milestone(s)

Table of Mile stones:

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	01 Month	1.50%
2.	2/3	02 Months	1.50%
3.	Full	06 Months	2.00%

NOTE:

1. Withheld amount shall be released if and when subsequent milestone is achieved within respective time specified. However, in case milestones are not achieved by the Bidder for the work, the amount shown against milestone shall be withheld.
2. **Intending bidder may submit phasing of activities/milestones based on their resources and methodology at the time of bidding corresponding to ~~physical milestones~~ / financial milestone/ stages indicated in the above table. These shall be formed part of the agreement after approval of the accepting authority, otherwise it would be assumed that agency agrees with the above mentioned ~~physical~~ / financial milestones.**

Time allowed for execution of work for execution of original work)	:	06 Months
Authority to decide (i) Extension of Time (ii) Rescheduling of mile stones (iii) Shifting of date of start in case of delay in handing over of site		Executive Engineer (E), AIIMS Bhopal Superintending Engineer, AIIMS Bhopal Superintending Engineer, AIIMS Bhopal
खण्ड Clause 6, 6A		
खंड लागू-(6 या 6 क) Clause applicable		6A
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		1.00 LAKH
खण्ड 7 क Clause7A		
Weather clause 7 A shall be applicable		Yes (No running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-charge)
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.		As per direction of Engineer-in-Charge
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%
खण्ड Clause10CA		NA
खण्ड Clause10CC	:	Not Applicable
खण्ड Clause 11		
कार्य निष्पादन के लिए अनुपालन Specifications to be followed for execution of work		For Civil : CPWD Specification 2009, Volume-I & II with correction slips upto date of receipt of tender.
खण्ड Clause 12 Type of Work		Original Work
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 (i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work)		30%
12.6 (ii) Deviation limit for items in earth work subhead of DSR or related items		100%

खण्ड Clause 16

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी
Competent Authority for deciding
Reduced rates

**Superintending Engineer, 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 per direction of Engineer-in-Charge

खण्ड Clause 25

the Place of arbitration

To be decided by competent authority at
time of appointment of Arbitrator.

For Total Claim upto Rs. 25 Lakhs

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

For Total Claim above Rs. 25 Lakhs

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

खण्ड Clause 31

Whether clause 31 shall be applicable **YES**

खण्ड Clause 36(i)

Whether clause 36(i) shall be applicable **NO**

S.NO	Requirement of Technical staff	Nos.	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)

खण्ड Clause 42

I) क)	सीमेन्ट और बिटुमन की अनुमानमूल मात्रा निर्धारित करने के लिए अनुसूची / विवरण	केलोनवि द्वारा मुद्रित दिल्ली दर अनुसूची 2016 के आधार पर
I) (a)	Schedule/statement for determining Theoretical quantity of cement & slips Bitumen	On the basis of Delhi Schedule of Rates 2016 printed by C.P.W.D. with correction issued up to date of receipt of tender.
II)	अनुमानमूलक मात्राओं में अनुमत्य विचलन Variations permissible on theoretical quantities.	
क)	सीमेन्ट जिन कार्यों के लिए निविदा में अनुमानित मूल्य रु. 5 लाख से अधिक न हो	
a)	Cement for works with estimated cost put to tender not more than Rs. 5 lakhs	Not Applicable
	जिन कार्यों के लिए निविदामें अनुमानित मूल्य रु. 5 लाख से अधिक हो for works with estimated cost put to tender more than Rs. 5 lakhs	2 प्रतिशत जमा / घटा 2 % plus/minus.
ख)	बिटुमन सभी कार्यों के लिए	2.5 प्रतिशत केवल जमा और घटा के पक्ष में शून्य
b)	Bitumen for all works	2.5% plus only & Nil on minus side.
ग)	इस्पात प्रत्येक व्यास, कोट और श्रेणी के लिए पूनर्वलन और संरचनात्मक इस्पात काट	2 प्रतिशत जमा / घटा
c)	Steel Reinforcement and structural steel sections for each diameter, section and category.	2% plus/minus
घ)	सभी अन्य सामग्रियां	शून्य
d)	All other materials	Nil.

अनुमत्य विचलन से अधिक की मात्राओं के लिए वसूली दरें
RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

क्रम सं. Sl No.	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.	सीमेन्ट Cement	N.A. Not Permitted
2.	ईस्पात Steel Reinforcement	N.A. Not Permitted

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 Two Bid System from last date of receipt of tender.

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	<u>NIL</u>	INSERTION	<u>NIL</u>
CUTTING	<u>NIL</u>	OVERWRITING	<u>NIL</u>

AE(P)

EE(P)



BLANK

PARTICULAR SPECIFICATIONS & SPECIAL CONDITIONS

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.
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.
3. 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.
4. 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.
5. 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.
6. Only Stainless Steel screws shall be used unless otherwise specified.
7. **Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.**
8. 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.
9. 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.
10. The rates quoted by the tenderer shall be inclusive of all taxes i.e. GST.
11. 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.
12. 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.
13. 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.

14. Wastage shall not be more than 5% of the issued materials by the ABEU AIIMS, if wastage crosses more than 5%, than recovery shall be made as per following:

Sr. No.	Materials	Recovery Rate
1.	19mm block board	879/ sqm.
2.	6mm ply	471/ sqm.
3.	12mm ply	669/sqm.
4.	0.8mm White Sunmica	487.39/ sqm
5.	1mm Brown Sunmica	289/ sqm.
6.	1mm Blue Sunmica	289/ sqm.
7.	8mm PVC ivory	1187.64/sqm.
8.	12mm PVC ivory	1626.56/sqm.
9.	18mm PVC ivory	2386.16/sqm.
10.	18mm PVC Blue	2386.16/sqm.
11.	18mm MDF Board	689/sqm.

- 15. All the reconciliation of the materials shall be prepared and submitted by the vendor.
- 16. Nothing extra shall be paid for shifting, lifting and transportation of materials from stores to any location and any floor of AIIMS campus.
- 17. The contractor should be kept the site clean after work.
- 18. Contractor shall return and transport the balance material after completion of allotted work to store.
- 19. Safety of issued materials shall be responsibility of contractor.
- 20. Electricity shall be supply by the department free of cost. (as and when required.)

21. LIST OF APPROVED MATERIALS (CIVIL)

1.21.1 Unless otherwise specified, the brand/make of the material as specified in the item nomenclature or in the particular specifications or in the list of approved materials attached in the tender shall be used in the work.

1.21.2 Whenever the specified brand of material is not available than, the Engineer-in-charge may approve any material equivalent to that specified subject to proof being offered by the Contractor for its equivalence and its non-availability to his satisfaction.

FURNITURE WORK		
1.	Bidding	Teak Bidding
2.	SS. Handle	Godrej/ Ebco
3.	SS telescopic channel drawer	Godrej/ Ebco
4.	Door Lock	Godrej/ Ebco
5.	Concealed hinges	Godrej/ Ebco
6.	Adhesive	Fevicol/ Vemicol

Note: Use of any other items will be approved by Engineer-in-Charge before installation.

Assistant Engineer (E)
ABEU, AIIMS, Bhopal

Executive Engineer (E)
ABEU, AIIMS BHOPAL

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHOPAL

NIT NO. 16/EE(E)/ABEU/AIIMS/BPL/2018-19

Name of Work: - Making of nursing counter, cup boards, cabinets ,wall hung cabinets etc on labor rate basics at various locations 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	Making of nursing counter, cup boards, cabinets wall hung cabinets etc with 19 mm thick block board, 1mm (external face) and 0.8mm thick (internal face), 6mm and 12mm ply including self, drawer, door, transportation of material from store, lifting and placing, cutting, pasting, fixing, polishing (with material) on bidding, skirting etc complete up to any floor of the building at AIIMS campus as directed by engg.-in-charges. All material favicol/ adhesive, wooden polish ,nails, S.S. screws, wooden / pvc bidding, handles, locks, hinges, drawer channels and other fittings etc except boards and mica shall be provided by the contractor. front plain area(Length x height) for the above shall be measured for payment and wooden(teak) bidding, pvc bidding , S.S. handles, door and drawer locks, 90° Concealed hinges, S.S. telescopic drawer channels and other fittings paid separately .	253.80	Sqm	Normal Item	2312.00	586786.00
2	Supplying and stacking of wooden (teak) bidding (1st quality) for the above wooden work as approved by engg-in-charge.	1488.00	Rmt	Normal Item	3.83	5699.00
3	Supplying and stacking of 4" S.S. handle (Godraj /Ebco) for the above wooden work as approved by engg-in-charge.	570.00	each	Normal Item	32.85	18725.00
4	Supplying and stacking of S.S. telescopic drawer channel 20" (Godraj /Ebco) for the above wooden work as approved by engg-in-charge.	480.00	Each	Normal Item	442.70	212496.00
5	Supplying and stacking of drawer and door lock (Godraj /Ebco) for the above wooden work as approved by engg-in-charge.	780.00	Each	Normal Item	148.10	115518.00
6	Supplying and stacking of 90° Concealed hinges, (Godraj /Ebco) for the above wooden work as approved by engg-in-charge.	570.00	Each	Normal Item	80.00	45600.00
Grand Total						984824.00
Percentage above/ below OR At Par rate the estimated cost						
Grant Total Amount						-
Contractor Percentage in words						

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