



ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR

Tender Document

For the work of

Providing Landscaping works at AIIMS Residential campus Raipur.

(NIT No: 05/SE/AIIMS/2014-15)

Certified that this document contain 22 Printed pages including this cover page.

Issued to/Downloaded & Submitted by: _____

NIT FOR ` 1040623/-

(SUPERINTENDING ENGINEER)
(PROJECT CELL)
AIIMS RAIPUR

IMPORTANT INSTRUCTIONS TO TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEB

The tenderers who have down loaded the tenders from the web, should read the following important instructions carefully before actually quoting the rates & submitting the tender documents:-

The tenderer should see carefully & ensure that the **complete tender document** including schedule of quantity as **per the index** given on page '3' has been down loaded & there are **22 pages** in all in the tender document.

The printout of tender document should be taken on A4 size paper only & the printer settings etc are such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.

The tenderer should ensure that no **page** in the down loaded tender document is **missing**.

The tenderer should ensure that all pages in the down loaded tender document are **legible & clear** & are printed on a good quality paper.

The tenderer should ensure that **every page** of the down-loaded tender document is **signed by tenderer with stamp (seal)**.

On page **4** of the down loaded tender document, the name of the tenderer should be filled by the tenderer.

The tenderer should ensure that the down loaded tender document is **properly bound and sealed** before submitting the same.

The loose / spiral bound and/or not properly sealed tenders shall be rejected out-rightly.

In case of any correction/addition/alteration/omission in the downloaded tender document, it shall be treated as non-responsive tender and shall be rejected.

The tenderer shall furnish a declaration to this effect that no addition/ deletion/corrections have been made in the tender document submitted and it is identical to the tender document appearing on Web-site.

The tenderer should read carefully & **sign the declaration** given on the page No.04 before submitting the tender.

The **cost of tender** should be submitted along with the EMD as detailed in NIT.

In case of any doubt in the down loaded tender, the same should be got clarified from SE PROJECT CELL AIIMS RAIPUR before submitting the tender.

CONTRACTOR

SUPERINTENDING ENGINEER
(PROJECT CELL)
AIIMS RAIPUR

ITEM RATE TENDER & CONTRACT

ABRIDGED FORM INDEX

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DECLARATION

(TO BE GIVEN BY THE TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEB)

It is to certify that:

- 1) I / We have submitted the tenders in the proforma as downloaded directly from the website & there is no change in formatting, number of pages etc.
- 2) I/ We have submitted tender documents which **are same / identical** as available in the website.
- 3) I / We have **not made any modification / corrections / additions etc** in the tender documents downloaded from web by me / us.
- 4) I / We have checked that **no page is missing** and all pages as per the index are available & that all pages of tender document submitted by us are **clear & legible**.
- 5) I / We have **signed (with stamp) all the pages** of the tender document before submitting the same.
- 6) I / We have sealed the tender documents properly before submitting the same.
- 7) I / We have submitted the **cost of tender** along with the EMD.
- 8) I have read carefully & understood the important instructions to the all tenderers & to tenderers who have down loaded the tenders from the web.
- 9) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, AIIMS RAIPUR shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
- 10) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, the tender / work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.
- 11) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, I / We may also be debarred for further participation in the tender in the concerned AIIMS RAIPUR Civil Zone & would also render me / us liable to be removed from the approved list of contractors of the Department.

Dated

(CONTRACTOR)
(SIGN WITH SEAL)

SAMPLE APPLICATION FORM
(In case Tender schedule to be got issued from office)

To,
SUPERINTENDING ENGINEER,
(PROJECT CELL),
AIIMS RAIPUR.

Subject: - Purchase of Tender Document.

Sir,

I / We hereby request that permission may me be granted to me/ us for the purchase of Tender documents. The details are as under.

1	Name of work	Providing Landscaping works at AIIMS Residential campus Raipur.
2	Estimated Cost Put to Tender	₹ 1040623/-
3	Last date for submission of Application for issue of Tender Documents.	26.12.2014.
4	Date of submission of Tender	29.12.2014.
5	Officer Inviting the Tender	SUPERINTENDING ENGINEER (PROJECT CELL) AIIMS RAIPUR
6	Name of Contractor (As mentioned in enlistment letter)	
7	Class in which Registered / Enlisted Class Tendering Limit Valid up to	
8	Registering / Enlistment Authority. Please also submit Xerox copy of the Enlistment letter.	
9	a. Details of work completed during past 07 years. Please submit Xerox copies of the completion certificate. b. PI enclose the list of works in hand (refer Para 1.3 of NIT AIIMS RAIPUR W 6)	Name of work 1 2 3 4 (USE SEPARATE SHEET IF REQUIRED)
10	Details of Cost of Tender Documents submitted. (PI. enclose.)	Cash/DD/PO No..... Dated Drawn on Bank Amount
11	Details of EMD submitted. (PI. enclose.)	Cash/DD/PO No..... Dated Drawn on Bank Amount

It is hereby declared and certified that all the above information is correct and true to my/our knowledge and belief. I/We have neither suppressed nor concealed any information which is having or may have bearing upon issue to tender documents by AIIMS RAIPUR to me/us. Encl.:- As above.

Date

Signature of Contractor

Place

Name of the person.....

ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR
NOTICE INVITING TENDER

NIT No: 05/SE/AIIMS/2014-15

Sealed item rate tenders are invited by **SUPERINTENDING ENGINEER (PROJECT CELL) AIIMS RAIPUR** on behalf of AIIMS Raipur for the following work from approved and eligible Contractors of appropriate class registered in CPWD, DOP, MES, BSNL, Railways, Chhattisgarh State PWD (B&R).

Name of work	Estimated cost	E.M.D.	Period of completion
Providing Landscaping works at AIIMS Residential campus Raipur.	` 1040623	` 21000/-	1 Month.

1.0- Criteria of eligibility for issue of tender documents:

- (i) The Applicant should have Experience of having successfully completed works during the last 07 Seven Years ending last day of the month previous to the one in which applications are invited:
- (a) Three similar completed works costing not less than the amount equal to 40% of estimated Cost Put to tender,
or
- (b) Two similar completed works, costing not less than the amount equal to 60% of the estimated Cost put to tender,
or
- (c) One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.

And

(ii) One Completed work of any nature (either part of (i) or a separate one) costing not less than the amount equal to 40 % of the estimated cost put to tender with some Central Government Department / State Government Department/ Central Autonomous Body/ Central Public Sector undertaking.

(Note:- 1.0 (ii) not applicable in case of specialized works)

2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. CPWD W-7/8, which is applicable in office of S.E. (PROJECT CELL) AIIMS RAIPUR. Tenderer shall quote his rates as per various terms and conditions of the said form, (In case" Tender Documents" are downloaded from the AIIMS RAIPUR Website in which rates/percentage are to be quoted should be properly bound and sealed) which will form part of the agreement.

3.0 The time allowed for carrying out the work will be **1 months** from the seventh day after the date of issue of letter of award of work, or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document

4.0 The site for the work is available.

5.0 The last date of receipt of applications for issue of tender forms (in prescribed format/can also be downloaded from AIIMS RAIPUR website www.aiimsraipur.edu.in) and date of issue of tender forms will be as follows:

- i) Last date of receipt of application **26.12.2014** up to 16.00 hours.
ii) Last date of issue of tender forms **27.12.2014**

6.0 Tender form can be down loaded from the AIIMS RAIPUR website www.aiimsraipur.edu.in/Tenders and shall be submitted along with following :-

- i. **RS. 1,000/- (ONE THOUSAND ONLY)** in cash as cost of Tender(non refundable) Banker's cheque deposit at Call receipt of a scheduled bank / fixed deposit receipt of a scheduled bank / demand draft of a scheduled bank issued in favour of **AIIMS Raipur** and,
- ii. Earnest money of **Rs. 21000/- (Twenty One Thousand Only)** in cash//Banker's cheque deposit at Call receipt of a scheduled bank / fixed deposit receipt of a scheduled bank / demand draft of a scheduled bank issued in favour of

AIIMS RAIPUR . When amount of earnest money is more than ` 5 lakhs, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs.` 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.

- iii. The tender shall be accompanied by Earnest Money along with cost of tender, if not paid earlier as in the case of down loaded tender from Website in the form as detailed at sub Para ii) above.

Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money.

7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 9 below, will be received by the OFFICE OF S.E. PROJECT CELL AIIMS RAIPUR up to 15.00 Hrs on 29.12.2014 and will be opened by him or his authorized representative in his office on the same day at 15.30 Hrs. After opening the main envelope 3, the envelope 1 containing the Earnest Money along with the cost of the tender as applicable and eligibility credentials shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers whose Earnest Money, cost of tender and eligibility is found in order.

The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached

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

Providing Landscaping works at AIIMS Residential campus Raipur.

9.0 Submission of tender: -Tender shall be submitted in following manner:

9.1 In case the tender document is down loaded from AIIMS RAIPUR website

9.1.1 "Earnest money plus cost of Tender and eligibility credentials" shall be placed in sealed envelope-1. Marked '**Earnest money plus cost of Tender and eligibility credentials**'.

9.1.2 The Tender shall be placed in sealed envelope-2 and will be superscripted as '**Tender**'

9.1.3 The sealed envelope no. 1 & 2 as above containing Earnest money plus cost of Tender, Eligibility Credentials", and the tender shall be placed in another sealed envelope -3.

9.1.4 All the three envelopes shall be superscripted with following data on it.

- (i) Name of work
- (ii) Name of tenderer
- (iii) Last date of receipt of tender

9.2 In case tender document is purchased from office of SE, Project Cell AIIMS Raipur.

9.2.1: Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no.1

9.2.2: Envelope no. 2 will be as per Para 9.1.2.

9.2.3: The sealed envelopes 1 & 2 shall be placed in another sealed envelope no. 3

9.2.4: same as 9.1.4

Note: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in AIIMS RAIPUR for **three** years including any other action under the contract or existing law.

9.3 The tender in which rates / percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/addition/ alteration/omission in tender document vis-a-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.

9.3.1 The Tender submitted in the following manner shall be considered as not properly bound and sealed

- a) Loose/spiral bound tender

- b) Stapled tenders without wax seal or without PVC tape.
- c) Tender tied with thread/tag without wax seal or without PVC tape.

9.3.2 In all such cases of tender schedules not properly bound and sealed the rates of the tenderers shall not be disclosed and following procedure shall be adopted.

a) Such tenders shall be stapled immediately on all four sides in the presence of contractors and officers present at the time of opening of tender with certificate on the front page of the tender as well as in tender opening register by tender opening officer and by contractors and other officers present that the rates were not disclosed due to reasons of either of (a) to (c) in Para 9.3.1 and gain kept in envelop (b) The above schedule with envelop shall be returned to the contractor after the decision on the tender is taken by the competent authority.

10 Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above mentioned officer.

10.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders 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 tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & plants, water, electricity, access facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer 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 AIIMS RAIPUR and local conditions and other factors having a bearing on the execution of the work.

10.2 The work should be carried out in such a manner that sites shall be free of any construction /excavated materials or labour huts etc. and the accessible to other agencies (i.e. erection of tower, electrical works etc.) to carry out their works simultaneously. Contractor must provide congenial atmosphere and extend full co-operation to other agencies for execution of their works.

11 The competent authority on behalf of ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

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

13 The competent authority on behalf of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

14 The company or firm or any other person shall not be permitted to tender for works in AIIMS RAIPUR in which his near relative (s) (directly recruited or on deputation/Contract in AIIMS Raipur) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:

- (i) Member of Hindu Undivided family (HUF).
- (ii) They are Husband and Wife.
- (iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

The contractor 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 relative to any executive employee/ gazetted officer in the AIIMS RAIPUR .

All the intending tenderers will have to give a certificate that none of his/her such near relative (s) as defined above is/are working in the concerned AIIMS RAIPUR Civil Zone where he is going to apply for tender/work. The format of the certificate is as under:-

"I, _____ s/o Shri _____ Resident of _____ hereby certify that none of my relative (s) as defined above is/are employed in concerned AIIMS RAIPUR . In case at any stage, it is found that the information given by me is false/incorrect, AIIMS RAIPUR shall have the absolute right to take any action as deemed fit without any prior intimation to me".

The certificate in case of Proprietorship Firm shall be given by the proprietor; for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company. However, Government of India/Financial Institutions nominees and independent non-official part-time Directors appointed by Govt. of India or the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.

Any breach of these conditions by the Company or Firm or any other person, the tender/work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. AIIMS RAIPUR will not pay any damages to the company or Firm or the concerned person but damages arising on account of such cancellation to be borne by the contractor. The Company or Firm or the person will also be debarred for further participation in the tender in the AIIMS RAIPUR.

15. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or AIIMS RAIPUR 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 Govt. of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
16. The tender for the work shall remain open for acceptance for a period of 30 (Thirty) days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the AIIMS Raipur, then the AIIMS RAIPUR shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
17. This Notice Inviting Tender (CPWD W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/Contractor shall, within 30 days from such date, formally sign the agreement consisting of: -
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard CPWD W-7/8 as available on Office of SE, Project Cell, AIIMS Raipur.
 - c) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document
18. Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below: -
 - (a) In cities/areas where ECS/EFT facility is provided by Banks, the tenderer must have Account in such ECS/EFT facility providing Banks and that Bank A/c No shall be quoted in the tender by the tenderer.
 - (b) The cost of ECS/EFT will be borne by AIIMS RAIPUR in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by AIIMS RAIPUR unit.
 - (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by AIIMS RAIPUR unit, the crediting cost will have to be borne by the tenderer only.
 - (d) The payments to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
19. First running account bill shall be paid only after
 - (a) Signing of the Agreement/Contract by both the parties, and
 - (b) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.
20. If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of six months.

21. General conditions of contract for works in ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR are available in the office of S.E. (PROJECT CELL), AIIMS RAIPUR. Contractors should go through the different clauses of "CPWD General Conditions of Contract 2010" corrected up-to-date before quoting the rates.
23. The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition/deletion/correction have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of down loaded tender shall be signed by the tenderer with stamp (seal) of his firm/organisation.
24. The tenders with any conditions including that of conditional rebates shall be rejected forthwith. However the tenderers may quote un-conditional rebates.
25. In case of difference between downloaded tender document and model tender document kept in the O/o AIIMS RAIPUR, the latter shall be treated as correct. The tenderers may see and compare the downloaded tender documents from the model tender document kept in the O/o (Tender Inviting Authority) for its correctness. No claim shall be entertained on this ground.
26. **CONDITION FOR EPF:-** The contractor shall furnish EPF registration certificate at the time of entering into the agreement. In case agency fails to submit EPF registration certificate, he may be allowed to enter in to the agreement on production of Indemnity bond certificate in favour of AIIMS RAIPUR against any EPF liability. Failure to comply the condition stated above, full EMD will be forfeited to AIIMS RAIPUR & no claim what so ever shall be entertained on this account.

Signature & name of

SUPERINTENDING ENGINEER
PROJECT CELL
AIIMS, RAIPUR.

For & on behalf of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR

ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR

Item Rate Tender & Contract for Works

Tender for the work of Construction of **Providing Landscaping works at AIIMS Residential campus Raipur**.. To be submitted by 15.00 hours on 29.12.2014 to Office of S.E. Project cell, AIIMS ,Raipur.

(i) To be opened in presence of tenderer who may be present at **15.30** hours On 29.12.2014 in the office of S.E. Project cell, AIIMS ,Raipur

Issued to: _____ (Contractor)

Signature of officer issuing the documents

Designation

Date of Issue _____.

SUPERINTENDING ENGINEER.

Project Cell,
AIIMS ,Raipur

T E N D E R

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

I/We hereby tender for the execution of the work specified for the ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR 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 the contract and with such materials as are provided for, by and in respect in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for 30(Thirty) days from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/We withdraw my/our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the AIIMS RAIPUR, then the AIIMS RAIPUR shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

A sum of _____ has been deposited in prescribed manner as earnest money. If I/We fail to commence the work specified I/We agree that the said ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise The said earnest money shall be retained by competent authority on behalf of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We agree to deposit an amount equal to 5% of Tendered value of the work as performance guarantee in the form of bond of any Scheduled Bank of India in accordance with the proforma prescribed or in the form of Fixed Deposit Receipt etc.(in cash if amount is less than Rs. 10000/-), within 15 days of the issue of letter of acceptance of Tender by the AIIMS RAIPUR. I/We am/are aware that in the event of failure on my/our part to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled

I/We hereby intimate that for receiving payments I/we have an account in _____ Bank with account No. _____ Where the ECS/EFT facility of e-payment is available.

Sign of Contractor

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there-from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

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

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

"I/We agree that this contract is subject to jurisdiction of Court at Raipur only". (Where the N.I.T./Tender has been issued)

Dated.....

Witness:

Address:

Occupation:

Postal Address:

(_____)
Signature of Contractor

ACCEPTANCE

The above tender (as modified by you (Contractor) and as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR for a sum of Rs. _____

(Rupees _____)

_____)

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

- (a)
- (b)
- (c)

For & on behalf of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR.

Signature _____

Dated

Name and Designation

GENERAL RULES AND DIRECTIONS
ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR

General
Rules and
Directions

1. All work proposed for execution by contracts will be notified in a form of invitation to tender duly signed by the officer inviting tender will be displayed on the notice board /pasted in public places or by publication in News papers as the case may be and shall be on the AIIMS RAIPUR website www.aiimsraipur.edu.in

This form will state the work to be carried out, as well as the date for receipt of application, the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings and any other documents, required in connection with the work signed for the purpose of identification by the officer inviting tender, shall also be open for inspection at the office of the officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each Partner thereof or by the partner(s) as specified in the partnership deed or by the person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partner(s) or by the partner(s) as specified in the Partnership Deed by the person holding a power of attorney authorizing him to give effectual receipts for the firm.

Applicable for
Item Rate
Tender Only
(CPWD W-8)

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. No single envelope shall include tender for more than one work, but contractors who wish to tender for two or more works shall submit separate envelope for each work

The rate(s) must be quoted in decimal coinage. Amount(s) must be quoted in full rupees by ignoring fifty paise and less, and, considering more than fifty paise as rupee one.

Applicable for
Percentage
Rate Tender
Only
(CPWD W-7)

- 4A. In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the work to which they refer, written on the envelopes.

5. The officer inviting tender or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. A receipt of earnest money, forwarded therewith, shall be given to all contractors. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor, remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment, to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the AO/ Sr. AO or a duly authorised Cashier.
8. The memorandum of work tendered for and schedule of the materials to be supplied by the AIIMS RAIPUR and their issue-rates shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender document, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
10. In case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates, which correspond with the amount worked out by the contractor, shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount. In the event of no rate has been quoted for any item (s) then the rate for such item(s) will be considered as zero and work will be required to be executed accordingly. It will be presumed that the contractor has included the cost of his / these items(s) in other items(s)
- Applicable for Item Rate Tender Only (CPWD W-8)
- 10 A. In case of Percentage Rate Tenders, only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.
- Applicable for Percentage Rate Tender Only (CPWD W-7)
11. In case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word Rs. should be written before the figure of Rs. and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the rate in words and it should not be written in the next line.
- Applicable for Item Rate Tender Only (CPWD W-8)
- 12 A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs' should be written before the figure of rupees and the word P after the decimal figures, e.g. 'Rs.2.15P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.
13. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered 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. 10,000/-) 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.
- (ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The Security

amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-in-Charge, shall be communicated in writing to the Engineer-in-Charge.
15. Sales-tax/VAT (except service tax), purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor..
16. The contractor 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 relative to any executive employee/ gazetted officer in the AIIMS RAIPUR or Department of Telecom or in the Ministry of Communications.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, the tender of the contractors, tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths etc.. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class, which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
19. The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of Work	Name and Particulars of Division where work is being executed	Value of Work	Position of Work in progress	Remarks
1	2	3	4	5

- 20 The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer, may in his discretion, without prejudice to any other right or remedy, available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CONDITIONS OF CONTRACT

- Definitions**
1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
 - i) The expression **Works** or **Work** shall, unless there be something, either in the subject or context, repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) The **Engineer-in-Charge** means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the agreement on behalf of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAIPUR as mentioned in Schedule 'F' hereunder.
 - v) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'
 - vi) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by AIIMS RAIPUR, of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to AIIMS RAIPUR's faulty design of works.
 - vii) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in schedule 'F' to cover, all overheads and profits.
 - viii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
 - ix) **Tendered Value** means the value of the entire work as stipulated in the letter of award.
 - x) The **Date of award of work** shall denote the date of issuance of communication of acceptance of the tender.
 3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- Scope and Performance**
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract
 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all the drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract
 6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment's and transport which may be required in preparation of and for items given in the schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
- Works to be carried out**

**Sufficiency
of Tender**

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawings figured dimensions in preference to scale and special conditions in preference to General Conditions.

**Discrepancies
& adjustments
of Error**

- 8.1 In the case of discrepancy between the schedule of Quantities, and the Specifications etc., the following order of preference shall be observed:
- i) Description of Schedule of Quantities.
 - ii) Particular Specification and Special Condition, if any.
 - iii) CPWD Specifications.
 - iv) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 9 The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days of award of work sign the contract consisting of:-

**Signing of
Contract**

- i) The notice inviting tender AIIMS RAIPUR general Terms & Conditions of contract for Civil Works Civil Wing 2006, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- ii) Standard form as mentioned in Schedule 'F' consisting of
 - a) Various standard clauses with correction(s) up to the date stipulated in Schedule 'F' along-with Annexes thereto.
 - b) Safety Code.
 - c) Modal Rules for the protection of Health and Sanitary arrangements for Workers employed by AIIMS RAIPUR or its contractors.
 - d) Contractor's Labour Regulations.
 - e) List of Acts and omissions for which fines can be imposed.

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each of the intending tenderer)

SCHEDULE "A"

Schedule of Quantities (as per PWD-3) **Please refer enclosed sheets from Page 21 to 22.**

Contractor shall fill up and tender his rates in words and in figures legibly for all the items of work only in this schedule 'A' and not anywhere else.

SCHEDULE "B"

Schedule of Materials to be issued to the contractor

S. No.	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
DELETED				
SCHEDULE "C"				
Tools and Plants to be hired to the contractor				
S. No.	Description of Item	Hire charges per day	Place of issue	
1	2	3	4	5
DELETED				
SCHEDULE "D"				
General Instructions, Additional Conditions, additional specifications etc-enclosed.				
SCHEDULE "E"				
Reference to General Conditions of contract.				
Name of Work: : Providing Landscaping works at AIIMS Residential campus Raipur.				
Estimated cost of work: ₹ 1040623/-				
(i) Earnest Money: ₹ 21000/-				
(ii) Performance Guarantee : 5% of tendered value				
(iii) Security Deposit : 5% of tendered value				
Not applicable				
SCHEDULE "F"				
GENERAL RULES AND DIRECTIONS				
Officer inviting tender			S.E. (PROJECT CELL), AIIMS RAIPUR	
Maximum percentage for quantity of				

items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3		Superstructure Foundation	30% (Thirty Percent) 100%(Fifty Percent)
Definitions		See below	
2(v)	Engineer-in charge	E.E. Project Cell, AIIMS Raipur	
2(viii)	Accepting Authority	S.E., AIIMS Raipur	
2(x)	Percentage on cost of materials and labour to cover all overheads and profit	15 % (FIFTEEN PERCENT)	
2(xi)	Standard Schedule of Rates	CPWD DELHI SCHEDULE OF RATES – 2014 Including Correction Slips issued till the Date of Opening of Tender.	
9(ii)	Standard Contract Form	CPWD W 7/8 form as modified and corrected up to date correction slips as on the date of opening.	
Clause 1			
(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance		15 (Fifteen) days	
(ii) Maximum allowable extension beyond the period provided in (i) above		15 (Fifteen) days	
Clause 2			
	Authority for fixing compensation under Clause 2	Director, AIIMS Raipur	
Clause 2 A			
Whether Clause 2 A shall be applicable		NO	
Clause 3 A		Not Applicable	
Clause 5			
i) Time allowed for execution of Work.		1 Months	
ii) Authority to give fair and reasonable extension of time For completion of work.		Director, AIIMS Raipur	
Clause 6 A		Not Applicable	
Clause 7			
Gross value of work to be done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment.		2 (TWO) LACS	
Clause -10		NOT APPLICABLE	
Clause -10C		NOT APPLICABLE	

Clause -10C A		NOT APPLICABLE	
Clause 11			
Specification to be followed for execution of work.		CPWD Specification 2009 Vol-I & II with up to date Correction Slips issued and revised till the Date of Opening of Tender and/ or as per specification given in nomenclature of items	
Clause 12			
12.2 & 12.3	Limit for value of any item of any individual trade beyond which clauses 12.2.& 12.3 shall apply	Superstructure	30 % (Thirty Percent)
		Foundation	100%(Hundred Percent)
Clause 16			
Competent authority for deciding reduced rates.		Director, AIIMS Raipur	
Clause 25			
Competent authority for conciliation		Director, AIIMS Raipur	
Clause 42			
i) (a)	Schedule / statement for determining theoretical quantities of cement	Delhi Schedule of Rates 2014 printed by CPWD.	
ii)	Variation permissible on theoretical quantities		
a)	Cement for works with estimated costs put to tender		
	i) not more than Rs. 5 lakhs	3 % minus	
	ii) more than 5 lakhs	2 % minus	
b)	Steel reinforcement and structural steel sections for each diameter, section and category.	2 % minus	

CONTRACTOR

SUPERINTENDING ENGINEER
(PROJECT CELL)
AIIMS RAIPUR

SCHEDULE OF QUANTITY

Name of Work: Providing Landscaping works at AIIMS Residential campus Raipur.

S no	Description of Item	Unit	Qty	Rate	Amount
1	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement in position to the required line, level and curvature joined with cement mortar 1:3 (1 cement :3 Course sand) including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5 mm) including making drainage opening wherever required complete etc., as per direction of Engg- In- Charge (Length of finished kerb edging shall be measured for payment). (Precast CC. Kerb stone shall be approved By Engg-In- Charge).	Cum	34		
2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
(i)	1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	Cum	72.5		
3	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M30 grade made by block making machine with strong vibratory compaction and of approved size and design /shape laid in required colour with pattern over and including 50 mm thick compacted bed of course sand, filling the joints with course sand etc. all complete as per the direction of Engineer-In- Charge.	Sqm	545.97		
4	Supplying and stacking of good earth at site from approved source including carriage up to any lead complete as directed and approved by Engineer In charge. (earth measured in stacks will be reduced by 20% for payment)	Cum	329		
5	Grassing with selection No.1 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 good earth shall be paid for separately).	Sqm	1435		
6	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed. All kinds of soil	Cum	32.4		
7	Brick work with common burnt clay modular bricks of class designation 7.5 in foundation and				

	plinth in:				
	Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	18.9		
8	12 mm cement plaster of mix :				
	1:4 (1 cement: 4 fine sand)	Sqm	126		
9	Supplying & planting of healthy trees sapling as given below, free from diseases & of specialized type & caliper as per drawing & maintaining the same for a period of 6 months from the date plantation including staking of trees and replacement of any causality/defective plants during the maintenance period complete.				
A	Palm Refresh (2 feet)	Each	25		
B	Calindra Speciosa (1 feet)	Each	20		
C	Juneferious America (1 feet)	Each	60		
D	Ficaus Star Light (1 feet)	Each	30		
E	Hibisous Hawai Variety (1 feet)	Each	20		
F	Secoma Gouri Chouri (4 feet)	Each	20		
G	Cherry Desi Variety	Each	20		

CONTRACTOR

SUPERINTENDING ENGINEER
(PROJECT CELL)
AIIMS RAIPUR