

**Press Notice for Website**

**NOTICE INVITING TENDER**

F.No. 66/AE (E)-II/ED-I/AIIMS/2016-17/ 1125-26

Dated: 16.03.2017

The **Assistant Engineer ( E ) - II**, Engineering Services Department, on behalf of the Director, AIIMS, New Delhi invites Sealed item rate tenders from **approved and eligible CPWD contractor registered in Electrical Category or specialized firm of boiler for the following work(s).**

S. No.	NIT No.	Name of work & Location	Estimated cost put to tender	Earnest money	Time of completion	Last date & Time	Time & date of submission & opening of tender
						Issue of tender documents	
1	2	3	4	5	6	7	8
1	66/AE(E)-II ( ED-I)/AIIMS/2016-17	M/o of EI & fans of OPD Block at AIIMS, New Delhi (Sh.:- Replacement of electrode element set in Boiler no.1315 installed in CSSD)	Rs. 124500/-	Rs. 2490/-	10 days	27.03.2017 Upto 4:00 PM	28.03.2017 upto 3:00PM 28.03.2017, 3:30 PM

The tender forms and other details can be obtained from the office of the AE(E)-II on payment of Rs.500/- and same can also be down loaded form website [www.aiims.ac.in/www.aiims.edu](http://www.aiims.ac.in/www.aiims.edu)

Earnest Money with enlistment eligibility, Registration with Sales tax Deptt. , PAN CARD, Copy of CPWD registration or copy of completion certificate of similar nature Boiler Work and tender cost ( Demand Draft of Rs. 500/- in favour Director, AIIMS, New Delhi) in case of download documents should be deposited alongwith the tender documents in two separate envelopes, each marked "Eligibility documents" and "Tender documents" respectively. Earnest money shall be in shape of Fixed Deposit receipt of a Scheduled Bank or Demand Draft of a scheduled Bank issued in favour of Director, AIIMS. A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs.20 lacs, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee.

Both sealed envelopes (Eligibility documents and Tender documents) shall be submitted together in another sealed envelope superscripted with name of work and due date of opening. The envelope marked "Tender documents" of only those bidders shall be opened whose "Eligibility documents", placed in other envelope are found to be in order.

**Assistant Engineer ( E ) – II/ED-I**

Copy to:

- 1) In charge Computer Facility, AIIMS– With a request to upload on website

**Assistant Engineer ( E )-II/ED-I**

# **ALL INDIA INSTITUTE OF MEDICAL SCIENCES**

## **Tender Document**

Name of Work: M/o of EI & fans of OPD Block at  
AIIMS, New Delhi (Sh.:- Replacement of  
electrode element set in Boiler no.1315  
installed in CSSD)

**Assistant Engineer (E) – II  
ESD (E), AIIMS, New Delhi.**

Document Fee : Rs 500.00 (Non-refundable)

# **Volume - I**

**General Conditions**

**Special Conditions**

**Particular Specification**

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Name of Work: M/o of EI & fans of OPD Block at AIIMS, New Delhi  
(Sh.:- Replacement of electrode element set in Boiler no.1315  
installed in CSSD)

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## ***NOTICE INVITING TENDER***

1. The Assistant Engineer ( E ) - II, Engineering Services Department, on behalf of the Director, AIIMS, New Delhi invites Sealed item rate tenders from approved and eligible CPWD contractor registered in Electrical Category or specialized firm of boiler for the work of:-

Name of Work: M/o of EI & fans of OPD Block at AIIMS, New Delhi  
(Sh.:- Replacement of electrode element set in Boiler no.1315 installed in GSSD)

The enlistment of the contractors should be valid on the last date of sale of tenders.

In case only the last date of sale of tender is extended, the enlistment of contractor should valid on the original date of sale of tenders.

In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.

2. The work is estimated to cost Rs. 1,24,500/-. This estimate, however, is given merely as a rough guide.
3. **The tender is open to firms who have successfully completed i) Three similar nature completed works each of value not less than Rs. 49,800/- or Two similar nature completed work each of value not less than Rs. 74700/- or One similar nature completed work of value not less than Rs. 99600/- during last 7 years ending last date of submission of tender. Similar nature work means “Replacement of Electrode Set of Boiler” In case of completed work in private sector, copy of Form 26A/ TDS Certificate issued by the client for the same work shall also be submitted. The above eligibility criteria is exempted for firms registered in CPWD in Electrical Category.**
4. Agreement shall be drawn with the successful tenderer on prescribed Form No. C.P.W.D. 8 which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
5. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the AE(E)-II between hours of 11:00 AM & 4:00 PM from **16.03.2017 to 27.03.2017** everyday except on Sundays and Public Holidays. Tender is also available on website [www.aiims.ac.in/www.aiims.edu](http://www.aiims.ac.in/www.aiims.edu).
5. Desirous agencies may obtain tender document on request in writing from office of AE(E)-II, Ground Floor, New Pvt. Ward, AIIMS, New Delhi – 110029 on any working day between 1100 Hrs. (IST) to 1600 Hrs. (IST) up to **27.03.2017** on payment of non-refundable fee of **Rs.500/- (Rupees Five Hundred Only)** in the form of crossed Demand Draft drawn in favour of Director, AIIMS, New Delhi payable at New Delhi. Tenders can also be downloaded from the website [www.aiims.ac.in/www.aiims.edu](http://www.aiims.ac.in/www.aiims.edu). In case of downloaded tenders, demand draft of

**Rs. 500/-** shall also be enclosed with the bid toward tender document cost in form of Demand Draft in favour of Director, AIIMS, New Delhi payable at New Delhi.

Applications for issue of forms shall be received by **27.03.2017**(3:00 PM) and tender documents shall be issued by **27.03.2017**(4:00 PM).

6. Agencies fulfilling the above criteria mentioned at Sl. 1 may submit the tender documents along with Earnest Money **Rs.2490/- (Rupees Two Thousand Four Hundred Ninety only)** in the shape of fixed deposit receipt of a scheduled bank or demand draft of a scheduled bank issued in favour of Director, AIIMS, New Delhi. A part of earnest money is acceptable in the form of bank guarantee also. In such case **50%** of earnest money or **Rs.20,00,000/-**, whichever is less will have to be deposited in the shape prescribed above and balance amount of the earnest money can be accepted in the form of Bank Guarantee issued by scheduled bank having validity of 6 months or more from the last date of receipt of tenders.

7. The tender shall be submitted as under.

1.) **Envelop-1** (Superscribed as “Eligibility documents” on the envelop) :- This will consist of following documents.

- a) EMD
- b) Tender fee, if tender documents are downloaded from website.
- c) Copy of CPWD registration in Electrical Category or copy of completion certificate of similar nature work of boiler.
- d) Copy of PAN card.
- e) Copy of valid VAT registration and Service Tax registration alongwith copy of returns, filed up to last quarter of current financial year.

2.) **Envelop – 2** ( Superscribed as “ Tender documents” on the envelop) :- This will consists of Tender Documents.

Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the AE(E)-II, AIIMS, New Delhi upto 3:00 PM on **28.03.2017** and will be opened by him or his authorized representative in his office on the same day at 3:30 PM. The envelope marked “Tender” of only those tenderers shall be opened, whose Eligibility documents, placed in the separate envelope, are found to be in order.

8. The time allowed for carrying out the work will be **10 days** from the date of start as defined in Schedule ‘F’ or from the first date of handing over of site, whichever is later, in accordance with phasing, if any, indicated in the tender documents.

9. The site of work is available.

10. Last date for submission of tender document is 28.03.2017 **upto 15.00 Hrs.**

11. 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 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 Fixed Deposit Receipts of any Schedule Bank or in the form of an irrevocable bank guarantee bond of any scheduled nationalized bank in accordance with the form prescribed.

12. The description of the work is as follows:

Name of work: M/o of EI & fans of OPD Block at AIIMS, New Delhi  
(Sh.:- Replacement of electrode element set in Boiler no.1315  
installed in CSSD)

13. Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of Assistant Engineer ( E ) - II, AIIMS, New Delhi. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves the form and nature of the site, the means of access to the site, the accommodation they may require and before submitting their tenders 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 all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read this letter 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 and local conditions and other factors having a bearing on the execution of the work.
14. The competent authority on behalf of the AIIMS does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
15. 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.
16. The competent authority on behalf of AIIMS reserves to 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.
17. The Contractor shall not permitted to tender for works in the AIIMS 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 officer in the AIIMS, New Delhi.. 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. The tender for the works shall remain open for acceptance for a period of (60) Sixty days from the date of opening of tenders/ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelope system. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the AIIMS 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.

19. This notice inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on issue of letter of Commencement of work by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

- a) Notice inviting tender, Tender document including Schedule of Quantities, Contract clauses, Special conditions, particular specifications and drawings, if any, forming part of the tender document as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard Contract form 8 of 2014 alongwith up to date correction slips.

The terms and conditions of this tender document shall have precedence over the corresponding provisions of GCC 2014.

20. The AIIMS reserve the right to reject any or all prospective applications without assigning any reason and to restrict the list of contractors to any number deemed suitable by it.

**Assistant Engineer ( E ) - II**  
**AIIMS, New Delhi.**



**Letter of Submission**  
**Item Rate Tender**

(A)Tender for Work: M/o of EI & fans of OPD Block at AIIMS, New Delhi  
(Sh.:- Replacement of electrode element set in Boiler no.1315  
installed in CSSD)

- i) To be submitted by **15.00 HRS hours up to 28.03.2017**to Assistant Engineer  
( E ) - II. Ground Floor, New Pvt. Ward, AIIMS, Ansari Nagar, New Delhi-  
110029.
- ii) To be opened in presence of tenderers who may be present at **15.30 hours on  
28.03.2017**in the office of Assistant Engineer ( E ) - II. Ground Floor, New  
Pvt. Ward, AIIMS, Ansari Nagar, New Delhi-110029.

Issued to -----

Signature of officer issuing the documents -----

Designation -----

Date of Issue -----

**T E N D E R**

I/ We have read and examined the Notice inviting tender, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special condition, particular Specification, Schedule of Quantities & 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 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.

We agree to keep the tender open for Sixty (60) days from the due date of opening of tender/ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system and not to make any modifications in its terms and conditions.

The earnest money of **Rs.2490/-** has been deposited in the shape of fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank/bank guarantee of scheduled bank issued in favour of Director, AIIMS, New Delhi. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said AIIMS 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 AIIMS or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to

execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto 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 clauses of contract. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

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.

Date -----

Signature of Contractor  
Postal Address

Witness :

Address :

Occupation :

### A C C E P T A N C E

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

The letters referred to below shall form part of the Agreement :

- a)
- b)
- c)

Assistant Engineer ( E ) - II,

AIIMS, New Delhi.

**DECLARATION BY THE BIDDER**

We \_\_\_\_\_ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Bidding Document marked "Original" as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our Contract Agreement. Further, we shall sign and stamp each page of this as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Quantities and submitted in a sealed envelope. We confirm that rate quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Quantities.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**Note :** This declaration should be signed by the Bidder's representative who is signing the Bid.

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
ANSARI NAGAR, NEW DELHI-110029.**

1. Notice Inviting Tender will state the work to be carried out, as well as the date for submission and opening of tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited at the time of submission of tender. The performance Guarantee to be deposited by the successful tenderer and the amount of security deposit to be deducted from 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 by the contractor at the office of 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 in the event of the absence of any partner, it must be signed on his behalf by a 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, 1952.
  1. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
  2. Any person who submits a tender shall fill up the Schedule of Quantity 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 conditions 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 tenders for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.
- 4A In case of Percentage Rate Tenders, contractor 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, he will be willing to execute the work. The tender submitted shall be treated as invalid if:
  - (i) The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
  - (ii) The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
  - (iii) The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender:

Tenderers which propose any alteration in work specified in the said form of invitation of tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractor who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of of the works to which they refer, written on the envelops.

4B: In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/ sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, EE(s) in-charge of major & minor component (s), two members as decided by DIRECTOR, AIIMS & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest, contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized representatives, 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. In the event of a tender being accepted, a receipt for the earnest money forwarded at the time of purchase of tender shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money of unaccepted tenders shall thereupon be returned to the contractor, 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 or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the department 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 official Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.
- 9A. Use of correction fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
10. 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.
11. In the 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. 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 work '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 shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee within the period as specified in schedule-'F' in the form of an irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed, fixed deposit receipt or demand draft in favour of DIRECTOR, AIIMS, New Delhi.
  - 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 rate of 5% 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 the shape of Fixed Deposit Receipt of a Scheduled Nationalized Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
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 on material in respect of this contract shall be payable by the Contractor and AIIMS will not entertain any claim whatsoever in respect of the same.
16. The contractor shall give a list of both gazetted and non-gazetted AIIMS employees related to him.
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, tenders 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 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 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 AIIMS 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 AIIMS 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 Agency / Contractor / Tenderer 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 assigns of such individual, firm or company.
  - iv) The AIIMS means the All India Institute of Medical Sciences and his successors.
  - v) The Engineer-in-Charge means the Assistant Engineer (E)-II, ESD.
  - vi) Accepting Authority shall mean the authority mentioned in Schedule 'F'.
  - vii) 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 Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.



- viii) 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.
- ix) 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 upto the date of receipt of the tender.
- x) Department means All India Institute of Medical Sciences, New Delhi or authorized by AIIMS to work on their behalf.
- xi) District Specifications means the specifications followed by the State Government in the area where the work is to be executed.
- xii) Tendered value means the value of the entire work as stipulated in the letter of award.

### **Scope and Performance**

- 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.
- 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 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.

### **Works to be carried out**

- 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 and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions 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.

### **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 and prices quoted in the Schedule of Quantities, which rates and prices shall, 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.

### **Discrepancies and Adjustment of Errors**

8. 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 drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

- 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:

- i) Description of items given in Schedule of Quantities.
- ii) Technical Specification and Special Conditions if any.
- iii) Drawings.
- iv) C.P.W.D. Specifications.
- v) Indian Standard Specifications of B.I.S.
- vi) Decision of Engineer-in-Charge.

- 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 from the stipulated date of start of the work, sign the contract consisting of:-

- i) The notice inviting tender, 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 C.P.W.D. Form as mentioned in Schedule 'F' consisting of:
  - (a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.
  - (b) C.P.W.D. Safety Code.
  - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
  - (d) CPWD Contractor's Labour Regulations.
  - (e) List of Acts and omissions for which fines can be imposed.
- iii) No payment for the work done will be made unless contract is signed by the contractor

## **Form of Performance Security (Guarantee) Bank Guarantee Bond**

1. In consideration of the All India Institute of Medical Sciences, New Delhi (hereinafter called "AIIMS, NEW DELHI") 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 a 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 condition in the said agreement.

We, ----- (hereinafter referred as "the Bank") hereby undertake to  
(indicate the name of the Bank)  
pay to the AIIMS, New Delhi an amount not exceeding Rs.----- (Rupees -----  
----- only) on demand by the AIIMS, New Delhi.

2. We, ----- do hereby undertake to pay the amounts due and  
(indicate the name of the Bank)  
payable under this guarantee without any demure, merely on a demand from the AIIMS, New Delhi stating that the amount claimed is 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 AIIMS, New Delhi 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, ----- further agree that the guarantee herein contained shall  
(indicate the name of the Bank)  
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 AIIMS, New Delhi 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 AIIMS, New Delhi 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, ----- further agree with the AIIMS, New Delhi that the AIIMS,  
New Delhi  
(indicate the name of the Bank)  
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 AIIMS, New Delhi 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 AIIMS, New Delhi or any indulgence by the AIIMS, New Delhi 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, ----- lastly undertake not to revoke this guarantee except  
(indicate the name of the Bank)  
with the previous consent of the AIIMS, New Delhi in writing.
8. This guarantee shall be valid upto ----- unless extended on demand by the AIIMS, New Delhi. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rupees ----- only) 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 the ----- day of ----- for ----- (indicate the name of the Bank)

Signature & Seal of Bank

## **FORM OF EARNEST MONEY (BANK GUARANTEE)**

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, OR
  - c) fails or refuses to start the work, in accordance with the provisions of the contract and instructions to contractor, OR
  - d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

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

The 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**

**SEAL**

**BANK**

**WITNESS.....**

**(SIGNATURE, NAME AND ADDRESS**

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

## PROFORMA OF SCHEDULES

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

### SCHEDULE 'A'

Schedule of quantities - As per Vol-II (Page 28 to 29)

### SCHEDULE 'B'

Schedule of materials to be issued to the contractor. NIL

### SCHEDULE 'C'

Tools and plants to be hired to the contractor : NIL

### SCHEDULE 'D'

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

### SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work: M/o of EI & fans of OPD Block at AIIMS, New Delhi  
(Sh.:- Replacement of electrode element set in Boiler  
no.1315 installed in CSSD)

Estimated cost of work : **Rs. 124500/-**

i) Earnest money : **Rs. 2490/-**

ii) Performance Guarantee : **5% of tendered value**

iii) Security Deposit : **2.5% of tendered value.**

### SCHEDULE 'F'

General Rules & Directions:

Officer Inviting Tender : AE(E)-II, AIIMS

#### Definitions:

2(v) Engineer-in-Charge AE(E)-II, AIIMS

2(viii) Accepting Authority AE(E)-II, AIIMS

2(x) Percentage on cost of materials and labour  
to cover all overheads and profits 15%

2(xi) Standard Schedule of Rates M.R.

2(xii) Department AIIMS, New Delhi.

9(ii) Contract Form CPWD Form 8 as modified up to date of  
receipt of tender.

### Clause 1

i) Time allowed for submission of Performance Guarantee

	from the date of issue of letter of acceptance, in days	<b>15 days</b>
ii)	Maximum allowable extension <b>with late fee @ 0.1 % per day Of Performance Guarantee amount</b> beyond the period provided in (i) above	<b>05 days</b>
<b>Clause 2</b>		
	Authority for levy compensation Under clause 2.	<b>Superintending Engineer, AIIMS</b>
<b>Clause 2A</b>		
	Whether Clause 2A shall be applicable	<b>No.</b>
<b>Clause 5</b>		
	Number of days from the date of issue of letter of acceptance for reckoning date of start	<b>20 days</b>
	Time allowed for execution of work.	<b>10 days</b>
	Authority to give fair and reasonable extension of time for completion of work	<b>Assistant Engineer ( E ) - II, AIIMS</b>
<b>Clause 6 or 6 A</b>		
	Clause Applicable	<b>6</b>
<b>Clause 7</b>		
	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	<b>NIL</b>
<b>Clause 10 A</b>		
	List of testing equipment to be provided at site	<b>General Tools as per requirement.</b>
<b>Clause 10 B(ii)</b>		
	Whether clause 10B(ii) is applicable	<b>No</b>
<b>Clause 10 C</b>		
	Component of labour expressed as percent of value of work	<b>Not Applicable</b>
<b>Clause 10 CA</b>		
		<b>Not Applicable</b>
<b>Clause 10 CC</b>		
	Clause 10CC to be applicable in contracts with Stipulated period of completion exceeding the Period shown in next column	<b>Not Applicable</b>



Schedule of component of other materials, labour, POL etc for price escalation

Component of Civil (except for materials covered under clause 10CA) / Electrical construction materials expressed as percent of total value of work \_\_\_\_\_Nil\_\_\_\_\_

Component of labour expressed as percent of total value of work \_\_\_\_\_Nil\_\_\_\_\_

Component of POL expressed as percent Of total value of work \_\_\_\_\_Nil\_\_\_\_\_

**Clause 11**

Specifications to be followed CPWD Specifications for Lifts.

For execution of work

**Clause 12**

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 30%

12.5 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation Work Not Applicable

Type of work

**Maintenance work**

**Clause 16**

Competent Authority for deciding reduced rates

**Superintending Engineer,  
AIIMS**

**Clause 18**

List of mandatory machinery tools& plants To be deployed by the contractor at site

**As required for completion  
within time period**

**Clause 36(i)**

Requirement of Technical representative(s) and recovery rate

**Clause 42**

**Not Applicable**

# Special Conditions & Technical Specifications

### **SPECIFICATIONS & CONDITIONS FOR ELECTRICAL WORKS**

1. The work shall be carried out as per C.P.W.D. specifications 2013 (Electrical) with upto date correction slips.
2. The rates quoted by the contractor should be inclusive of all Central & Local Taxes like Excise, Sales Tax, Octroi etc.
3. The rates should be inclusive of all the freight transportation, insurance, supervision charges etc.
4. Nothing extra will be paid on account of minor changes, if so required at site by the Engineer-in-charge.
5. The plastering work done after fixing of gutties, making good of holes, fixing of clamps etc. shall be matched with the surroundings.
6. The main switches and other accessories shall be as per schedule attached.
7. The distribution boards shall be as per schedule attached.
8. No sub-standard work will be accepted in any case and no payment will be made for the sub-standard work.
9. The contractor shall be liable to make good the damages caused to the AIIMS, Property during the execution of work.
10. The contractor will get the site cleared after completion of each days work.
11. The material shall be issued by the Institute until and unless stipulated.
12. No claim for idle labour shall be entertained by the Institute.
13. The watch and ward of electrical Installations and accessories shall be the responsibilities of the contractor till these are handed over after testing to the Institute.
14. After the completion of work, the installation shall be tested in the presence of Engineer-in-charge or his representative as per relevant I.E./Rules or C.P.W.D. specification and results in writing confirmed.
15. The tenderers are advised to visit the site of work to acquaint themselves with the type and details of work.

**Assistant Engineer (E-II)**

# Volume II

## Schedule of Quantities

**SCHEDULE OF QUANTITY**

**NAME OF WORK : M/o of EI & fans of OPD Block at AIIMS, New Delhi (Sh.:- Replacement of electrode element set in Boiler no.1315 installed in CSSD)**

Item No.	Description of items	Qty	Unit	Rate	Amount
1	<p><i>Replacement of element set of Electrode steam boiler of 220KW capacity comprising of the following suitable new parts &amp; accessories required i/c assembling. Commissioning &amp; testing and obtaining IBR license etc as required.</i></p> <p><i>a) C.I Electrode.....3Nos</i>  <i>b)M.S NEUTRAL Shell.....1 Nos</i>  <i>c) M.S Element rod.....6nos</i>  <i>d) Teflon ROD/Sleeves.....6Nos</i>  <i>e) Porcelain insulators.....12nos</i>  <i>f) M.S Hexagonal Nuts.....18nos</i>  <i>g) Suitable size gasket, packing sheet metal washer complete as per sample approved.</i></p>	01	Job		
<i>CREDIT ITEM</i>					
2	<p><i>Dismantled materials laking away (against credit) following items</i></p> <p><i>a)Electrode element set</i></p>	01	Each		

Total:

**Assistant Engineer (E)-II**