

AIL MOHALI**NAME OF WORK: RESURFACING OF ROADS AT AIL MOHALI****CONTENTS SHEET**

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* Tenderers attention is invited to documents mentioned at serial 5 & 6 here in above, since the contents of these pages are common to all the tenders and are available with the tenderers. These have not been attached with tender documents and in lieu two sheets only have been attached. However, these documents, if required can be seen in any MES office on any working day. The tenderers shall ensure that 'in lieu' sheets referred to above is returned alongwith the tender duly signed.

.....
(Signature of the Contractor)

Accepting Officer

CA NO. _____

SERIAL PAGE NO. 02

Tele :

REGISTERED/AD
AIL
Mohali

2018

M/s.....

.....

.....

CA NO. _____ : RESURFACING OF ROADS AT AIL MOHALI

Dear Sir (s)

1. The tender is on single stage two cover tendering system. The contents of Cover 1 and Cover II are specified in NOTICE OF TENDER.
2. Bids will be received by regd post by ACCEPTING OFFICER upto the date and time mentioned in the NOTICE INVITING TENDER (NIT). **No tender / bid will be received in any other form and any tender / bid received in such manner will be treated as non bonafide tender / bid.**
3. Bid will be opened on due date and time fixed for opening in the presence of tenderers / bidders or their authorized representatives, who have uploaded their quotation bid and who wish to be present at the time of opening the bids.
4. Your attention is also drawn to instruction on filling and submission of tender attached herewith. You may forward your points on tender documents and / or depute your technical representative for discussion on tender / drawings and to clarify doubts, if any, on or before _____. You are requested not to write piece meal points and forward your points duly consolidated before due date viz _____.
5. Contractors are required to submit the scanned copies (in pdf file) of documents required as per eligibility criteria mentioned in instructions for filing of tender documents and Appendix 'A' to NIT alongwith EARNEST MONEY DEPOSIT (EMD) and tender fee and submit the physical documents in the office of **AIL Mohali** within time limit specified in NIT. Inadequacy / deficiency of documents shall make the bid liable for rejection resulting in disqualification for opening of finance bid.
6. The contractor must ensure that the tender / bid on the proper form is dispatched by regd post in time as the Accepting Officer will take no cognizance of any quotations / offer received in any other electronic or physical form like email / fax / by hand / from tenderer / bidder even if they are received in time.

7. In view of delays due to system failure or other communication related failures, it is suggested that the tender / bid be uploaded / despatched by registered post, if necessary, sufficiently in advance of the last due date and time fixed.

8. ANY TENDERER, WHICH PROPOSES ALTERATIONS TO ANY OF THE CONDITIONS, SPECIFICATIONS LAID DOWN IN THE TENDER DOCUMENTS OR ANY NEW CONDITION, WHATSOEVER, IS LIABLE TO BE REJECTED.

Yours faithfully,

Encls : (As above)

ACCEPTING OFFICER

Signature of contractor

INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER**1. EARNEST MONEY DEPOSIT (EMD)**

Contractor (s) shall submit Earnest Money Deposit as detailed in Notice of Tender in one of the following forms, alongwith their tender / bid:-

- (a) Deposit at call receipt from a Scheduled Bank in favour of **AIL Mohali**.
- (b) Receipted Treasury Challan, the amount being credited to the Revenue Deposit of **AIL Mohali**. It is advisable that Earnest Money is deposited in the form of deposit call receipt from an approved Schedule Bank for easy refund. In case the tenderer / bidder wants to lodge 'EARNEST MONEY DEPOSIT' in any other form allowed by **AIL Mohali**, a confirmation about its acceptability will be obtained from the Accepting Officer well in advance of the bid submission end date and time. Earnest Money Deposit shall be submitted in the name of **AIL Mohali**.

NOTES: Earnest Money Deposit (EMD) in the form of cheque / Bank Guarantee etc will not be accepted. NON-SUBMISSION OF EARNEST MONEY DEPOSIT (EMD) (scanned copy alongwith Technical Bid and hard copy before the date and time fixed for opening of BOQ) WILL RENDER THE BID DISQUALIFIED FOR OPENING OF COVER II (FINANCE BID).

2. SECURITY DEPOSIT

The contractor will be required to lodge with one INDIVIDUAL SECURITY DEPOSIT calculated with reference to TENDERED COST as notified by the Accepting Officer subject to a maximum of Rs 1 Lacs/-. The amount is required to be lodged within One month (30 days) of the receipt by the contractor of notification of acceptance of tender / bid, failing which the sum shall be recovered from the Final bill payment.

3. GENERAL INSTRUCTIONS FOR COMPLIANCE

- 3.1 The sealed bids received only by regd Post/Person delivering at AIL will be considered. All documents should be attached and no piecemeal receipt of documents will be allowed by one tenderer / Bidder.
- 3.2 Drawings, if issued in physical form, must be returned duly initially by the tenderer / bidder in separate envelope indicating his name and address.
- 3.3 The tender shall be signed, dated and witnessed at all places provided for in the documents after acceptance. All corrections shall be initialed. The contractor shall initial every page of tender and shall sign all drawings forming part of the tender. Any tender / bid, which proposes alterations to any of the conditions whatsoever, is liable to be rejected.
- 3.4 In the technical bid, a scanned copy of Power of Attorney of the bidder will be enclosed. In case the signatory himself is the sole proprietor, scanned copy of an affidavit on stamp paper of appropriate value to this effect stating that he has authority to bind the firm in all matters pertaining to contract including the Arbitration Clause, shall be attached. In case of partnership concern or a limited company, signatory of the bid / tender shall ensure that he is competent to bind the contractor (through partnership deed, general power of attorney or Memorandum and Articles of Association of the company) in all the matters pertaining to the

contracts with Union of India including arbitration clause. A scanned copy of the documents confirming of such authority shall be attached with the tender / bid, if not submitted earlier. The person forwarding the bid on behalf of another partner(s) or on behalf of a firm or company **using his signature** shall attach Power of Attorney duly executed in his favour by such other or all the Partner(s) or in accordance with constitution of the company in case of company, stating that he has authority to bind such other person of the firm or the company, as the case may be, in all matters pertaining to the contract including the Arbitration Clause.

3.5 Even in the case of Firms or Companies which have already given Power of Attorney to an individual authorizing him to sign tender in pursuance of which bids are being uploaded by such person as a routine, fresh Power of Attorney duly executed in his favour stating specifically that the said person has authority to bind such partners of the firm, or the company as the case may be, including the condition relating to Arbitration Clause, should be uploaded in 'pdf' form with the tender / bid; unless such authority has already been given to him by the firm or the company. It shall be ensured that power of attorney shall be executed in accordance with the constitution of the company as laid down in its Memorandum and Article of Association.

INSTRUCTIONS ON FILLING AND SUBMISSION OF TENDER (CONTD...)

- 3.8 Hard copies of all above documents should be sent by the contractor to the Tender issuing authority well in advance to be received before the date and time fixed for the same.
- 3.9 Bid (Cover 1 and 2) shall be sent by Regd Post/Submitted in Person at AIL .
- 3.10 The contractor shall employ Indian Nationals after verifying their antecedents and loyalty. Attention is also drawn to special condition 3 referred hereinafter and also General Conditions of Contract.
- 3.11 Tenderers / bidders who have bid for the tender and are desirous of being present at the time of opening of the tenders / bids, may do so at the appointed time.
- 3.12 The tenderer / bidder shall quote his rate on the BOQ file only. No alteration to the format will be accepted, else the bid will be disqualified and summarily rejected.
- 3.13 In case the tenderer / bidder has to revise / modify the rates quoted in the BOQ (excel sheet) he can do so only in the BOQ, before the bid closing time and date.
4. **REVOKATION / REVISION OF OFFER UPWARD / OFFERING VOLUNTARY REDUCTION, AFTER OPENING OF FINANCIAL BIDS BY LOWEST BIDDER**
- In the event of lowest tenderer / bidder revoking his offer or revision his rates upward / offering voluntary reduction, after closing of bid submission date and time, his offer will be treated as revoked and the Earnest Money deposited by him shall be forfeited. In addition, bids of such tenderer / bidder and his related firm shall not be opened in second call or subsequent calls. Reduction offered by the tenderer / bidder on the freak high rates referred for review shall not be treated as voluntary reduction.
5. The tenderer's / bidder's attention is drawn to special condition of the tender regarding preparation of the detailed network analysis and time schedule for the work and his liability for employing sufficient resources to adhere to this schedule. Any inability on the part of the tenderer / bidder in using the technique will be taken as his technical inefficiency and will affect his class of enlistment and future prospect / invitation to tenders for future works.
6. AIL Mohali may issue amendments / errata in form of CORRIGENDUM to tender / revised BOQ to the tender documents. The tenderer / bidder is requested to read the tender documents in conjunction with all the errata / amendments / corrigendum, if any, issued by the department.
6. TAXES, DUTIES AND LEVIES ETC (REFER SPECIAL CONDITION FOR REIMBURSEMENT / REFUND ON VARIATION IN TAXES DIRECTLY RELATED TO CONTRACT VALUE). It is pertinent to mentioned that contractor's quoted rates shall be deemed to include for all statutory levies / duties / taxes including GST applicable as on date of receipt of tender. It may be noted that conditional tender regarding this aspect and or on any other account will not be considered and shall be liable to be REJECTED.
7. These instructions shall form part of the contract documents.

ACCEPTING OFFICER

Signature of contractor

AIL MOHALI
NOTICE INVITING TENDER (NIT)

1. A tender is invited for the work as mentioned in Appendix 'A' to this NOTICE INVITING TENDER (NIT).
2. The work is estimated to cost as indicated in aforesaid Appendix 'A'. This estimate, however, is not a guarantee and is merely given as a rough guide and if the work cost more or less, a tenderer / bidder will have no claim on that account. The tender shall be based on as mentioned in aforesaid Appendix 'A'.
3. The work is to be completed within the period as indicated in aforesaid Appendix 'A' in accordance with the phasing, if any, indicated in the tender from the date of handing over site, which will be on or about two weeks after the date of Acceptance of tender.
4. CPWD / PWD / MES / Any Contractor, can apply after depositing earnest money along with tender. Not more than one tender / bid shall be submitted by one contractor or one firm of contractors. Under no circumstances will a father and his son(s) or other close relations who have business dealing with one another be allowed to tender / bid for the same contract as separate competitors. A breach of this condition will render the tenders / bids of both the parties liable for rejection.
5. The office of **AIL Mohali** will be the Accepting Officer here in after referred to as such for purpose of the contract.
6. The Technical Bid and Financial Bid (Cover-1 and Cover-2) shall be sent by regd Post by the tenderer / bidder on or before the date and time mentioned in NIT. DD is refundable in case T bid is not accepted resulting in non-opening of 'Q' bid. The applicant contractor shall bear the cost of bank charges for procuring and encashing the DD and shall not have any claim from Government whatsoever on this account.
- 6.1 **In case of contractor who has not executed the Standing Security Bond, the Cover-I shall be accompanied with by Earnest Money of amount as mentioned in Appendix 'A' in the form of deposit at call receipt in favour of AIL Mohali (see Appendix 'A') by a scheduled Bank or in receipted treasury challan the amount being credited to the revenue deposit of the AIL Mohali (see Appendix 'A').**
- 6.2 **AIL Mohali** will return the Earnest Money wherever applicable to all unsuccessful tenderers / bidders by endorsing an authority on the deposit-at-call receipt for its refund, on production by the tenderer, bidder a certificate of the Accepting Officer that a bonafide tender / bid was received and all documents were returned.
- 6.3 **AIL Mohali** will either return the Earnest Money to the successful tenderer / bidder by endorsing an authority on the deposit-at-call receipt for its refund on receipt of an appropriate amount of security deposit or will retain the same in part or full on account of security deposit if such a transaction is feasible.
- 6.5 Copies of the drawings and other document pertaining to the work signed for the purpose of identification by the Accepting Officer or his accredited representative, sample of materials and stores to be supplied by the controller will also be available for inspection by the tenderer / bidder at the office of Accepting Officer and **AIL Mohali** during working hours.
7. The tenderers / bidders are advised to visit the site of work by making prior appointment with **AIL Mohali** who is also the Executing Agency of the work (see Appendix 'A'). The tendereres / bidders are deemed to have full knowledge of all relevant documents, samples, site etc., whether they have inspected them or not.

NOTICE INVITING TENDER (NIT) (CONTD...)

8. Any tender / bid which proposes any alteration to any of the conditions laid down or which proposes any other condition or prescription whatsoever, is liable to be rejected.
9. **The forwarding of bid implies that bidder has read this notice and the conditions of contract and has made himself aware of the scope and specification of work to be done and of the conditions and rates at which stores, tools and plants etc will be issued to him and local conditions and other factors having bearing on the execution of the work.**
10. Invitation for tender does not constitute any guarantee for validation of 'T' bid and subsequent opening of finance bid of any applicant / bidder. Accepting Officer reserves the right to reject the 'T' bid and not open the finance bid of any applicant / bidder. 'T' bid validation shall be decided by the Accepting Officer based on, inter alia, capability of the firm as per criteria given in Appx 'A' to this NIT. The applicant contractor / bidder will be informed regarding non-validation of his 'T' bid assigning reasons thereof through the eprocuremes website. The applicant contractor / bidder if he so desires may appeal to the next higher authority viz **Registrar AIL Mohali** on email id info@ail.ac.in with copy to the Accepting Office on email before the scheduled date of opening of Finance Bid. The decision of the Next Higher Authority shall be final and binding. The contractor / bidder shall not be entitled for any compensation whatsoever for rejection of his bid.
11. The Accepting Officer reserves the right to accept a tender submitted by a Public Undertaking, giving a price preference over other Tender (s)/bids which may be lower. No claim for any compensation or otherwise shall be admissible from such tenderer / bidder whose tender / bid is rejected.
12. Accepting Officer does not bind himself to accept the lowest or any tender / bid or to give any reason for not doing so. Further the Accepting Officer has the right to reject any bid at any stage, without binding himself to give explanation / justification / prior information to the tenderer / bidder.
13. This Notice Inviting Tender (NIT) including Appendix 'A' shall form part of the contract.

ACCEPTING OFFICER

Signature of contractor

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)
(for works costing less than Rs 15 crores)

1	Name of work	RESURFACING OF ROAD AT AIL MOHALI
2	Estimated cost	---
3	Period of completion	30 Days
4	Cost of tender documents	Rs 2000/- in the shape of DD / Bankers cheque from any schedule bank in favour of AIL Mohali and payable at Mohali .
5	Address	AIL Mohali
6	Type of contract	The tender shall be based on item rate and General Conditions of Contract to be priced by tenderer.
7	Information and details	
	(a) Bid submission start date	07 Jan 2019 1000hrs
	(b) Last date of bid submission	05 Feb 2019 1600hrs
	(c) Date of bid opening	08 Feb 2019 1100hrs
8	Eligibility Criteria for Contractors	

		(a) Approved and eligible Contractors of CPWD/ PWD / MES/Any Contractor who has undertaken such works.
		(b) Agencies should have satisfactorily completed the similar works of value during the last 05 (Five) years ending last day of the Mar 2018: <p align="center">Similar work shall mean: Construction / Resurfacing / Repair & renovation of Bituminous Road.</p> The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion of last date of applications for tenders. Completion certificate issued by Competent Authority will only be considered as credential. If the Completion certificate issued by Competent Authority does not reflect the type of work, then Final bill / Schedule of Quantity of the qualifying works also to be attached alongwith the Completion certificates. Certificated from private individuals / organizations for whom such works have been executed shall not be accepted.
		(c) The tenderer have to submit a declaration regarding the capacity to deploy the following plant & machineries on his own / hire basis: (i) Static Road roller , (ii) Bitumen Sprayer , (iii) Air Compressor and (iv) Spot Mix Plant .

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT)

		The institute shall not be responsible for any delay / difficulties / inaccessibility of tender document. No claim on this account will be entertained. Tender should be submitted as per the prescribed format within the specified date and time at Office of AIL Mohali , and failing to do so, the offer shall be summarily rejected. Bid Validity period is 90 Days from submission of bid. Bid will be opened at _____, AIL Mohali. The institute reserved the right to reject any tender without assigning any reason thereof.
9	Tender issuing and Accepting Officer	AIL Mohali
10	Executing agency	AIL Mohali
11	Earnest Money	Rs 1 Lacs/- in form of DD / Banker's cheque from any Scheduled / Nationalized bank in favour of AIL Mohali

- (b) Applications / bids not accompanied by copies of requisite DD / Bankers Cheque towards cost of tender and earnest money (as applicable) shall not be considered for validation of 'T' bid and their finance bids will not be opened.
- (c) Keeping in view the applicability of GST on all contracts. It is mandatory for the contractors to forward their GST Registration Number alongwith the 'T' bid. This will be one of the criteria for qualifying in 'T' bid. Contractor, who does not forward GST Regn No shall be disqualified in the 'T' bid evaluation and his Financial bid shall not be opened.
- (d) In case of rejection of technical / prequalification bid, contractor may appeal to **Registrar AIL Mohali** on e-mail info@ail.ac.in against rejection, whose decision shall be final and binding. However contractor / bidder shall not be entitled to any compensation whatsoever for rejection of technical / prequalification bid.

(Name)
Designation
Appt
ACCEPTING OFFICER

Signature of contractor
DATED:

_____/_____, Dated : 2018
AIL Mohali

DISTRIBUTIONS :-

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.

**TO BE READ IN CONJUNCTION WITH
GENERAL CONDITIONS OF CONTRACTS**

AIL Mohali

AIL Mohali

REGISTERED/AD

THE ACCEPTING OFFICER AIL MOHALI

1. Sarvashri/Shri are/is hereby authorised to tender for the above work. Critical date & time for publishing, downloading and submission of e-tender (cover 1 & cover 2) has been described in APPENDIX 'A' TO NOTICE INVITING TO e-TENDER.
2. Any correspondence concerning this tender shall be addressed as indicated at the top of this sheet quoting the reference as given.

THE ACCEPTING OFFICER, AIL MOHALI DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY TENDER

SIGNATURE OF CONTRACTOR

SIGNATURE OF THE OFFICER
ISSUING THE TENDER DOCUMENTS
APPOINTMENT: ACCEPTING OFFICER

SCHEDULE 'A' (BOQ) NOTES**NOTES:-**

1. The entire works covered under this contract shall be completed within the period mentioned in Appendix 'A' to NIT from the date of commencement of work/date of handing over of the site to be mentioned in work order No. 1 which shall be issued by the **Accepting Officer, AIL Mohali** after acceptance of the tender.
2. The items and quantities indicated in various sections of **Schedule 'A'/BOQ** are provisional and inserted for guidance only and may be varied as per actual requirements. However these shall not be varied beyond the limits laid down conditions.
3. **The rates are required to be filled in Schedule 'A' BOQ (Cover-2) by the tenderer.**
4. The amount arrived at the end of the **Schedule 'A'/BOQ by the tenderer** of various Schedules is not firm but shall be treated as "Contract-Sum" (General conditions of the contracts).
5. The unit rate quoted by the tenderer shall be deemed to be inclusive of :-
 - (a) Provision of necessary materials & labour, supply & fixing, installation, commissioning, laying, jointing, fabrication, assembling and testing etc. (as applicable) unless mentioned specifically as fixing only or hanging only or supply only or laying only and the like required for entire completion of the work all as specified and directed.
 - (b) It is pertinent to mentioned that contractor's quoted rates shall be deemed to include for all statutory levies / duties / taxes including GST applicable as on date of receipt of tender. It may be noted that conditional tender regarding this aspect and or on any other account will not be considered and shall be liable to be **REJECTED**.
 - (c) The unit rates quoted by the tenderers shall be deemed to allow for "minor extras" which are not specifically specified but are essentially required for the execution of work in a workman like manner and sound engineering practice. In case of difference of opinion as whether, a certain item of works constitute as "minor extra or not", the decision of the Accepting Officer shall be final, conclusive and binding.
 - (d) **DISPOSAL OF MATERIALS OBTAINED AFTER DEMOLITION/DISMANTLING** : All the materials obtained from dismantling/demolition/taking down except for those refixing is specified shall become the property of **AIL Mohali** and the same shall be deposited in **AIL Mohali** store yard by the contractor Unserviceable materials as declared by Accepting Officer shall be disposed off as directed by Accepting Officer.
6. **The descriptions of items of works mentioned in Schedule 'A' are in brief. All clarifications with regard to any special conditions, particular specifications, specifications for materials and workmanship and conditions will be done by Accepting Officer, AIL Mohali.**
7. **The works included in these tender documents are to be executed as per Schedule 'A' (BOQ) at the location mentioned in the name of work.** However the tenderers are advised to visit the site in consultation with the **AIL Mohali** for ascertaining the actual location, nature, scope and quantum of the works involved against various items of **Schedule "A" (BOQ)** and about approach to site etc. It is however clarified that no claim whatsoever whether the tenderer (s) visit(s) the site or not shall be entertained at any stage on account of above.
8. Contractor shall take all necessary precautions to avoid damage to elect cable, sewage line, water pipe. Any damage to electrical cable sewage lines, water pipes shall be made good by contractor without any extra cost of **AIL Mohali**.
9. Approval of Plant by Accepting Officer: - Contractor shall procure material from plant approved by Accepting Officer. Before starting the work contractor shall intimate Accepting Officer in writing the name of plant and location from where he desire to procure material and submit Design-mix report from a approved lab. The EIC shall inspect the plant for facilities available and present working condition of plant before approval by Accepting Officer,

10 Scope of work included in this work pertains to :-

(a) Job No _____

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: AIL MOHALI

Name of Work: RESURFACING OF ROAD AT AIL MOHALI.

Contract No:

SI Page No 11

Bidder Name :

[Redacted bidder name area]

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1.00	Preparing black top surface by brushing with wire brushes for removing caked mud etc sweeping with brooms and finally fanning the cleaned surface with gunny bags to remove all loose dirt etc complete all as specified.	580.00	X Sqm		0.00	INR Zero Only
2.00	Applying evenly a priming/tack coat with paving bituminous primer (VG10) at 05 kg per 10 sqm meter complete as specified.	580.00	X Sqm		0.00	INR Zero Only

3.00	Bituminous premix semi dense asphaltic concrete 20-25 mm thick consolidated with 5.5% binder (VG30) by weight of total mix, mix in hot mix plant and laid with mechanical paver rolled and compacted with power rollers to required camber and gradient complete as specified.	580.00	X Sqm		0.00	INR Zero Only
4.00	Scarifying or picking gravelled macadam or bituminous macadam surface in area n exc 400 sqm and exc 50mm but n exc 100mm deep complete all specified.	5.00	X Sqm		0.00	INR Zero Only
5.00	Premix bituminous macadam with paving bitumen laid/rolled and compacted to required gradient and camber for road surface and speed breaker (of required consolidated thickness) complete as all.	2.00 -3.00	Cum		#VALUE!	#VALUE!
Total in Figures					#VALUE!	#VALUE!
Quoted Rate in Words		Grand Total of Cost including GST				

SCHEDULE 'B'**LIST OF MATERIALS TO BE ISSUED TO THE CONTRACTOR**

Ser No.	Particulars	Unit	Rate at which materials etc. will be issued to Contractor	Place of issue by name
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- NIL-

SCHEDULE 'C'**LIST OF TOOLS AND PLANTS (OTHER THAN TRANSPORT) WHICH WILL BE HIRED BY THE CONTRACTOR**

Ser No.	Quantity	Particulars	Details of MES crew supplied	Hire Charges per unit per working day (Rs.)	Stand by Charges per unit per day (Rs.)	Place of issue by name	Remarks
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- NIL-

SCHEDULE 'D'

TRANSPORT TO BE HIRED BY THE CONTRACTOR

Ser No.	Quantity	Particulars	Details of MES crew supplied	Rate per unit per working day (Rs.)	Place of issue by name	Remarks
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- NIL -

.....
(Signature of the Contractor)

Accepting Officer

CA NO. _____

SERIAL PAGE NO. 14

GENERAL CONDITIONS OF CONTRACTS

FOR

MEASUREMENT CONTRACTS

A copy of the AIL Mohali GENERAL CONDIDIONS OF CONTRACTS with Errata and Amendments has been supplied to me / us and is in my / our possession. I / We have read and understood the provisions contained in the aforesaid GENERAL CONDITIONS OF CONTRACTS before submission of this tender and I / We shall abide by the terms and conditions thereof..

ACCEPTING OFFICER

SIGNATURE OF CONTRACTOR

CA NO. _____

SERIAL PAGE NO. 15 to 19

SCHEDULE OF MINIMUM FAIR WAGES

It is hereby agreed that the "Schedule of Minimum Fair Wages" (SMFW) as published vide Government of India Notification dated *10 Mar 92 (Revised up to date) forms part of these tender documents.

My/Our signature hereunder amounts to my/our having read and understood the provisions contained therein and I/We agree that I/We shall abide by the same and that aforesaid documents form part of this tender.

ACCEPTING OFFICER

SIGNATURE OF CONTRACTOR

* NOTE: "Schedule of Minimum fair Wages" referred to above is available for reference, in the office of Accepting Officer.

SPECIAL CONDITIONS

1 GENERAL

The following Special Conditions shall be read in conjunction with the General Conditions of Contracts, including Errata/amendments thereto. If any provision in these Special Conditions is at variance with that of the aforesaid documents, the former shall be deemed to take precedence there over.

2. ADMISSION TO SITE BY CONTRACTOR & RESPONSIBILITY TO ASCERTAIN HIS OWN INFORMATION

(a) The tenderers shall contact the **AIL Mohali** for the purpose of inspection of site(s) and relevant documents other than those sent herewith, who will give reasonable facilities for this purpose. The tenderers shall also make themselves familiar with working conditions, accessibility of site(s) availability of materials and other cogent conditions which may affect the entire completion of work under this contract.

(b) The tenderers shall be deemed to have visited the site(s) and made themselves familiar with the working conditions, whether they actually inspect the site (s) or not. No claim, what so ever may be, shall be admissible to the contractor on this account.

2A. HANDING OVER OF SITE

Site for execution of work will be available as soon as the work is awarded. In case it is not possible to make the entire site available on the award of work, the contractor will have to arrange his working programme accordingly. No claim what so ever, for not giving the entire site on award of work and giving the site gradually, will be tenable.”

3. SECURITY AND PASSES

3.1 The contractor shall employ only Indian Nationals as his representatives, servants and workmen and verify their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with work. If for reasons of technical collaboration or other consideration, the employment of any foreign national is unavoidable, the contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of his tender.

3.2 The contractor shall, on demand by the **AIL Mohali**, submit list of his agents, employees and work people concerned and shall satisfy the **AIL Mohali** as to the bonafides of such people.

3.3 The **Accepting Officer** shall at his discretion have the right to issue passes as per rules and regulations of the installation/Area in force to control the admission of the contractor, his agents, employees and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the **AIL Mohali** or the authorities concerned and in any case on completion of work.

3.4 The contractor and his agents, employees and work people shall observe all the rules promulgated by the authority controlling the installation/area in which the work is to be carried out e.g. prohibition of smoking and lighting, fire precautions, search of persons on entry and exit, keeping to specific routes, observing specified timing etc. Nothing extra shall be admissible for any man hours etc. lost on this account.

4. CONDITIONS FOR WORKING

4.1 The contractor, his agents, employees, work people and vehicles may pass through the campus in which case the **AIL Mohali** shall, at his discretion have the right to issue passes, control their admission to the site of work or any part thereof. The contractor shall on demand by the **AIL Mohali** submit a list of concerned personnel, workmen, agents, photographs etc. and shall satisfy the **AIL Mohali** as to the bonafides of such people. Further the contractor may be required to get the police verification done for his agents, personnel & work people engaged by him at his end and the same shall be submitted to the **AIL Mohali** all as per the directions of the Engr-in-charge. Passes shall be returned at any time on demand by the Engineer-in-Charge and in any case on completion of work. The contractor shall ensure that the passes issued to his workmen are not misused keeping in view the security considerations. In no case, workmen shall leave the area without handing over the passes to the contractor which shall be further deposited with the **AIL Mohali** by the contractor. The contractor shall be fully responsible for all the above aspects and cost of all the above aspects shall be deemed to be included in the quoted rates of the contractor.

4.2 **ENTRY/EXIT:** The contractor, his agent(s)/representatives, workmen etc. and his materials, carts, trucks or other means of transports etc. will be allowed to enter through and leave only from such gate specifically notified and at such times as the **AIL Mohali** or authorities in charge of the Restricted Areas may at their sole discretion permit to be used. The contractor's authorized representative is required to be present at the

place of entry and exit for the purpose of identifying his carts, truck and persons etc. to the persons in-charge of the security of Restricted Areas.

4.3 **IDENTITY CARDS OR PASSES**

The contractor, his agents and representatives are required individually to be in possession of an identity card or pass duly verified by the **AIL Mohali**. The identity card or pass will be examined by the security staff at the time of entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area.

SPECIAL CONDITIONS(CONTD.)**4.4 IDENTITY OF WORKMEN**

4.4.1 Every workman shall be in possession of an identity card. The identity card will be issued after thorough investigation of the antecedents of the labourers by the contractors and attested by the Officer in-charge of the unit concerned in accordance with the standing rules and regulations of the units.

4.4.2 Contractor shall be responsible for the conduct and action of his workmen, agents or representatives.

4.5 **SEARCH** Thorough search of all persons and transport shall be carried out at each and for as many times as a gate is used for entry or exit and may also be carried out at any time or any number of times at the work site within the Restricted Area.

4.6 WORKING HOURS

4.6.1 The units controlling restricted area, usually, work during six days in the week and remain closed, on the 7th day. The working hours available to contractor's labour and staff however, accordingly get reduced because of the time taken in security checks observed at the time of entry, exit and during working hours.

4.6.2 The exact working hours, days and non-working days observed for the restricted area, where works are to be carried out shall be deemed to have been ascertained by the contractor before submitting his tender. The tenderer's attention is invited to the fact that the total number of working hours for a unit is prescribed in regulations and they cannot be increased by the **AIL Mohali**.

4.6.3 Contractor's materials, transport etc. shall normally be permitted to come in/go out of the area between 8.30 AM to 4.30PM only.

4.6.4 Contractor and his agents, employees and work people shall observed all the rules promulgated by the authority controlling the area in which the work is to be carried out e.g. prohibition of smoking, lighting and fire precaution, search of persons at entry and exit, keeping to specified routes, restricted hours of working etc. Any person found violating the security rules laid down by the authority, shall be immediately expelled from the area without assigning any reasons what so ever and the contractor shall have no claim on this account. Nothing shall be admissible for any man-hours lost on this account.

4.7 WORK ON HOLIDAYS :-

The contractor shall not carry out any work on gazetted holidays, weekly holidays and other non-working days except when he is specially authorised in writing to do so by the **AIL Mohali**. The **AIL Mohali** may at his sole discretion declare any day as holiday or non-working day without assigning any reason for such declaration. Nothing extra shall be admissible on this accounted for any man hours lost.

4.8 ACCESS TO RESTRICTED AREA AFTER COMPLETION OF WORKS :-

After the works are completed and surplus stores etc. removed, the contractor, his agents, representatives or workmen etc. may not be allowed to have access to the restricted area except for attending any rectification of defects pointed out to him by the **AIL Mohali**.

4.9 FIRE PRECAUTIONS

4.9.1 The contractor, his agents, representatives, workmen etc. shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.

4.9.2 Motor transport vehicles, if any allowed by authorities to enter the restricted area, must be fitted with serviceable fire extinguisher.

5. MINIMUM WAGES PAYABLE

The minimum fare wages are as per Gazette of notification issued by Government of India

SPECIAL CONDITIONS(CONTD.)**6 WATER**

6.2. Water will be supplied by **AIL Mohali** at points or as decided by **Accepting Officer**. As the water supplied by **AIL Mohali** is likely to be intermittent / short supply, the contractor shall make his own arrangement for storing the water required for the works, labour and workmen etc. at his own expense. The contractor shall not have any claim on account of short / intermittent supply and shall make his own arrangements to supplement the requisite quantity of water

7 CO-OPERATION WITH OTHER AGENCIES

The contractor shall permit free access and generally afford reasonable facilities to other agencies or department workmen engaged by AIL Mohali. to carry out their part of the work, if any, under separate arrangements.

8. MATERIALS

8.1 Refer condition laid down in General Conditions of Contracts.

8.2 Unless specific makes/manufacturers are specified in the tender documents, all the materials to be procured by the contractor for incorporation in the work under this contract (with the exception of local origin materials like bricks, stone aggregate, sand etc) shall be with ISI certifications mark. For materials of specific make/manufacturer's names, refer Para 12.3 here-in-below.

8.3 a) If any specific makes/manufacturers names are specified in Sch 'A / BOQ' or Particular Specifications or in Appendix 'B' or Appendix 'C' to Particular Specifications, materials shall be of these specific makes/manufacturers only. unless the items of makes/manufacturers specified are available both with IS marking and without ISI marking. If any material is not manufactured with IS certifications mark in the country, it shall be conforming to relevant IS and other specifications specified elsewhere and shall also conform given specifically by AIL Mohali.

b) In case of conflicting provisions regarding makes in schedule 'A', particular specifications, Appendix 'B' & 'C', the following order of precedence shall be followed:-

- (i) Schedule 'A'/BOQ
- (ii) Particular Specifications
- (iii) Appendix 'B' & 'C'

8.6 The contractor shall not procure materials unless the **Accepting Officer, AIL Mohali** has first approved the samples strictly in the manner as described here-in-after.

8.6.2 The printout having signatures of all concerned including **Accepting Officer** will be kept on record and approval will be conveyed within 7 days of contractor's request

8.6.3 After sample approval, **Accepting Officer** shall send an e-mail to manufacturer (not the authorised dealer) intimating him, name of firm, approx quantity being procured by the contractor and request the manufacturer to ensure that his product only is purchased by the contractor from proper authorised source (authorised source means either directly from the manufacturer or authorised dealers as specified in these tender documents). A printout of the e-mail sent to manufacturer shall be kept on record duly signed by **Accepting Officer** and a copy thereof will be sent by post to the manufacturer.

8.6.4 In cases involving suspected procurement of spurious materials, purchase vouchers shall be verified through the manufacturer and proof of payment shall be obtained from the contractor. The payment of such doubtful materials shall be allowed only after **Accepting Officer** satisfies himself about the genuineness of material.

8.8 The contractor's quoted rates shall be deemed to include all the above aspects

9.2 The register shall be kept at site in safe custody of the contractor's representative during the progress of the work and shall on demand be produced for verification to the inspecting officer(s).

9.3 On completion of the work the contractor shall deposit the cement register with the **AIL Mohali** for record.

10 **SECURITY OF CLASSIFIED DOCUMENTS**

11 **RECORD OF MATERIALS**

- 11.1 The quantity of materials as directed by the **Accepting Officer** (the quantity of which cannot be checked after incorporation in the works), shall be recorded in measurement books and signed by the contractor and the **Accepting Officer** as a check to ensure that the required quantity has been brought to site for incorporation in the work.
- 11.2 Materials brought to site shall be stored as directed by the **Accepting Officer** and those already recorded in measurement book shall be suitably marked for identification.
- 11.3 The contractor shall, on demand, produce to the **Accepting Officer**, original receipted vouchers/ invoices in respect of the supplies. The vouchers/invoices shall be defaced and stamped by **Accepting Officer** indicating contract number, name of work, under his dated signature. The contractor shall ensure that the materials are brought to site, in original sealed containers/packing, bearing manufacturer's marking except in the case of the requirement of material(s) being less than smallest packing.

SPECIAL CONDITIONS(CONTD.)

- 11.4 Contractor shall produce vouchers/invoices from the manufacturers and/or their authorized agents for the full quantity of the following materials, as applicable as a pre-requisite before submitting claims for payment for advances on account of the work done and/or materials collected in accordance with Condition 64 of General Conditions of Contracts. Production of vouchers by the contractor shall be his MANDATORY contractual obligation and shall be fully filled by him: -
- (a) Bitumen, Cement.
 - (b) Synthetic Enamel Paint.
 - (c) For any other items/materials as directed by the **AIL Mohali**.
- 12 ACCEPTANCE QUALITY OF WORK AND FINISHES**
- 12.1 To determine the acceptable standard of materials and workmanship, one room (to be decided by **Accepting Officer**) shall be completed by the contractor well in advance (minimum two stages ahead of remaining work) as directed by **Accepting Officer** under close supervision of the **Accepting Officer** and shall be got approved by the **Accepting Officer**. The workmanship of various trades and finishes of this room shall serve as guiding sample for the work in remaining building.
- 12.2 Approval of the stages and workmanship of sample room shall be separately entered and approved in stage passing register giving reference to building and name of buildings for easy identification even at a later date.
- 12.3 The above provisions shall however do not absolve the responsibility of the contractor for execution of work as per contract provisions.
- 13 CONTRACTORS PLANT/EQUIPMENT AT SITE**
- 13.1 The contractor shall furnish to the **Accepting Officer** every morning distribution return of his plants/ equipment's on the site of work stating the following particulars: -
- (i) Particulars of plants/equipment, their make, manufacturers Model No if any, Registration No if any, capacity, year of manufacture and year of purchase etc.
 - (ii) Total No. (Quantity) on site of work.
- 14 **RELEASE OF ADDITIONAL SECURITY DEPOSIT:** The contractor, in case he has to deposit additional security for the contract, is advised to deposit the additional security in two equal parts so as to facilitate its release.
- 15 **CLEANING DOWN:** The contractor shall clean all floors, walls, remove cement/lime/ paint marks/drops, etc., clean the joinery, glass panes etc., touch up all painters work and carryout all other necessary items of work in connection therewith and leave the whole premises in clean and tidy condition before handing over the building.
- 16 **TESTING OF MATERIALS.** Material test report will be submitted to Accepting Officer before commencement of work and consumption of material
- 16.1.3 **National Test House/Engineering College/SEMT Pune /Approved Govt Labs (excluding private lab but including any lab/private labs approved by NABL) (FOR 'C' LEVEL TESTS):** Any of the National Test House/Engg College/SEMT Pune /Approved Govt Labs nominated by the **Accepting Officer** in writing for a particular contract and test.

- 16.2 **Accepting Officer** may order additional tests depending upon nature of work as required at site, for which no recovery shall be affected from the contractor's dues and only cost of materials, labour and their transportation shall be borne by the contractor.
- 16.3 No material will be incorporated in the work unless it has been tested, found fit and approved by the **Accepting Officer**.
- 16.4 The **AIL Mohali** will lay down, in writing, the approved laboratory (excluding private lab but including any lab/private labs approved by NABL) for conduct of each of level 'C' tests. The charges for 'C' level tests (when tests have been carried out in SEMT Pune) shall be borne by the contractor.
- 16.5 Contractor shall provide all facilities such as materials and labour, tools/equipment for moulding, casting of cubes, conveyance of test cubes and other materials to be tested, to the laboratory directed by the **Accepting Officer**.
- 16.6 The samples for the tests will be drawn by the **Accepting Officer** in the presence of the contractor/his authorised representative.

SPECIAL CONDITIONS(CONTD.)

16.7 The Contract sum amount quoted by the contractor shall also be deemed to include: -

- a) Expenses on account of testing.
- b) Expenses on account of testing in any laboratory approved by the **AIL Mohali**.

16.8 The Accepting officer may order independent testing for which expenditure will be borne by the **AIL Mohali**. The charges for the independent testing will be borne by the contractor if test fails.

17. REIMBURSEMENT / REFUND ON VARIATION IN TAXES DIRECTLY RELATED TO CONTRACT VALUE:-

(i) The rates quoted by the contractor shall be deemed to be inclusive of all taxes viz, GST, Duties, Cess and other levies payable under the respective statutes, if any. No reimbursement / refund for variation in rates of taxes, duties, Royalties and other levies, and / or imposition / abolition of any new / existing taxes, Duties, Royalties and other levies shall be made except as provided in sub Para (ii) here-in-after.

(a) The taxes which are levied by Govt at certain percentage rates of Contract Sum / Amount shall be termed as "taxes directly related to contract value" such as GST, Labour Welfare Cess / tax and like as applicable but excluding Income Tax. The tendering rates shall be deemed to be inclusive of all "taxes directly related to Contract value" with existing percentage rates as prevailing on last due date for receipt of tenders. Any increase in percentage rates of "taxes directly related to Contract Value" with reference to prevailing rates on last due date for receipt of tenders shall be reimbursed to the contractor and any decrease in percentage rates of "taxes directly related to Contract Value with reference to prevailing rates on last due date for receipt of tenders shall be refunded by the Contractor to the Govt / deducted by the Govt from any payments due to the contractor. Similarly imposition of any new "taxes directly related to Contract Value" after the last due date for receipt of tenders shall be reimbursed to the contractor and abolition of any "taxes directly related to Contract Value" prevailing on last due date for receipt of tenders shall be refunded by the Contractor to the Govt / deducted by the Govt from the payments due to the Contractor.

(b) The contractor shall within a reasonable time of his becoming aware of variation in percentage rates and / or imposition of any further "taxes directly related to Contract Value" give written notice thereof to the Accepting Officer stating that the same is given pursuant to this Special Condition together with all information relating here to which he may be in a position to supply. The Contractors shall submit the other documentary proof / information as the Accepting Officer may require.

(c) The Contractor shall for the purpose of this condition keep such books of account and other documents as are necessary and shall allow inspections of the same by a duly, authorized representative of Govt and shall further, at the request of the Accepting Officer furnish, verified in such a manner as the Accepting Officer may require.

(d) Reimbursement for increase in percentage rates / imposition of "taxes directly related to Contract Value" shall be made only if the contractor necessarily and properly pays additional "taxes directly related to Contract Value" to the Govt without getting the same adjusted against any tax liability or without getting the same refunded from the concerned Govt Authority and submits documentary proof for the same as the Accepting Officer may require.

18. FORCE MAJEURE

18.1 Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs the other party in writing.

18.2 Force majeure shall mean fires, floods, natural calamities or other acts such as war, turmoil, strikes (as not limited to be establishment of the seller), sabotage, explosions, quarantine, restrictions beyond the control of either party.

18.3 It is understood and agreed between the parties hereto that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the force majeure event(s) as aforesaid and the said rights and obligations shall automatically revive upon the cessation of intervening force majeure event(s). The period within which the rights and obligations of the parties shall be in suspension due to the force majeure event(s) shall not be considered as a delay with respect to the period of delivery and/or acceptance of delivery under the contract or otherwise the determinant of either party.

18.4 Notwithstanding the provisions of the immediately foregoing clause(s), it is further understood and agreed between the parties hereto that in the event(s) of any force majeure persisting for an uninterrupted period exceeding ____ (____) months, either party hereto reserves the right to terminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in this agreement of the goods received.

.....
(Signature of the Contractor)

Accepting Officer

PARTICULAR SPECIFICATIONS(CONTD.)

1. **ROAD, HARDSTANDING AND PATH**
- 1.1 **BITUMINOUS MACADAM:** - _____
- 1.1.1 **QUALITY CONTROL FOR DESIGN MIX:-** _____
- 1.2 **SOLING:** _____
- 1.3 **WATER BOUND MACADAM:** _____
- 1.4 **BITUMINOUS PREMIX ASPHALTIC CONCRETE:** - Bituminous Premix asphaltic concrete shall consist of laying premix carpet in a single course composed of suitable aggregates premixed with bituminous binder and rolling properly, to serve as the wearing course. Refer _____.
- 1.4.1 **MATERIALS:**
- 1.4.1.1 **BINDER:** - Binder for bituminous work shall be paving bitumen of grade **VG-30** & shall be procured from the main producers such as IOC, BPCL, HP.
- 1.4.1.2 **AGGREGATES:** - _____
- 1.4.2 **WORKMANSHIP:**
- 1.4.2.1 **Testing:** _____
- 1.4.2.2 **Mix design criteria for Bituminuous Macadam / Asphaltic Concrete / Semi Dense Asphaltic Concrete :** _____
- 1.5
- 1.6
- 1.7
- 2 **OUTPUT OF ROAD ROLLER (REFER CONDITION 15 OF IAFW – 2249)**
- 2.1 Where the Department hires road rollers to contractor(s), a logbook for each road roller shall be maintained by the Department for recording hours of working of the road roller. In case, however, when the contractor procures road rollers from sources other than the Department a log book for each road roller shall be maintained by him for recording hours of working of the road roller. Entries in the log book shall be signed by the Contractor or his authorized representative and by the Engineer-in-Charge.
- 2.2 To ensure proper consolidation, roller must work for at least the number of days assessed, on the basis of output given here-in-after. If the roller has not worked for the number of days so assessed, recovery shall be affected from the contractor for the number of days falling short of the days assessed on the basis of output stipulated. The recovery shall be affected as under: -
- | | | |
|-----|---|---|
| (a) | Where road roller is hired by the contractor only from: - sources other than the department | Rupees 1,400/- per working day of 8 hours for 8 to 10 ton roller. |
|-----|---|---|
- 2.3 The above provision shall not, however, absolve the contractor of his responsibility of properly consolidating surfaces as required under the provisions of the contract.