





LAST DATE IS EXTENDED TILL 18 OCT 2024 (4PM)

NEWSPAPER CLIPPING



The Tribune 14-9-2024

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|  | ARMY INSTITUTE OF LAW (AIL) SECTOR-68, MOHALI - 160062 Tel: 0172-5095336-38, E-mail: info@ail.ac.in |  |
| TENDER FOR SELECTION OF SUITABLE AGENCY/VENDOR FOR CONSULTANCY, PLANNING AND PROVISIONING OF CLASS ROOM FURNITURE, ACs, OHPs, INTERACTIVE BOARDS, PODIUMS WITH SPEAKER FOR TWO CLASS ROOMS AS A TURN KEY PROJECT | | |
| Sealed tenders are invited for the execution of above-mentioned work. Complete tender document including Schedule of quantities is available on www.ail.ac.in . | | |
| The last date of submission upto 4 PM on 08 Oct 2024. Principal | | |


Ajit 14-9-2024

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Hindustan Times 14-9-2024

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The Times of India 14-9-2024

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TENDER DOCUMENT
FOR SELECTION OF A SUITABLE AGENCY/VENDOR FOR CONSULTANCY PLANNING AND PROVISIONING OF CLASS ROOM FURNITURE, ACs, OHPs, INTERACTIVE BOARDS, PODIUMS WITH SPEAKERS FOR TWO UNDER CONSTRUCTION CLASS ROOMS AS A TURN KEY PROJECT

1. Nature of Work : Selection of a suitable Agency/Vendor as consultant for planning as well as Provisioning of Class room Furniture, ACs, OHPs, Interactive Boards, Podiums with Speakers for two under construction Class rooms as a Turn Key Project
2. Availability of Tender : Tender document can be downloaded from the College website www.ail.ac.in
3. Date of Advertisement : 09 Oct 2024
4. Familiarisation of site : 09 Oct 2024 to 18 Oct 2024
(Time of Visit 0930 hrs to 1600 hrs on all working days except Saturdays and 0930 hrs to 1300 hrs on 18 Oct 2024)
5. Last Date and Time of Submitting of Tender : Tender document shall be received upto 4 PM on 18 Oct 2024 in the office of Army Institute of Law Sector 68 Mohali and will be opened on 21 Oct 2024 at 10.30 AM, in the presence of available bidders. The applicants shall mention on the sealed cover of technical Bid and Financial/Commercial Bid the name of the firm/Company's name, phone numbers & name of contact person.
6. Date of Opening of Tender : 21 Oct 2024 at 10:30 AM
7. Amount of EMD : Rs 20,000/- of amount of tender to accompany Technical Bid in the form of DD drawn in the favour of Army Institute of Law. Technical Bids without EMD will not be accepted.
8. This document contains 18 pages including cover page.
9. The tender document consisting of Technical Bid and Financial/ Commercial Bid to be submitted in separate sealed envelopes as per prescribed form, duly completed and signed.

TENDER DOCUMENTS
FOR SELECTION OF A SUITABLE AGENCY/VENDOR FOR CONSULTANCY
PLANNING AND PROVISIONING OF CLASS ROOM FURNITURE, ACs, OHPs,
INTERACTIVE BOARDS, PODIUMS WITH SPEAKERS FOR TWO UNDER
CONSTRUCTION CLASS ROOMS AS A TURN KEY PROJECT

Definition of Terms

1. **'Owner / Purchaser'** shall mean the client on whose behalf this enquiry is issued and his authorized representative.
2. **'Bidder'** shall mean the party who quotes against this enquiry.
3. **Agency or Vendor** shall mean the successful Agency/ Vendor whose bid has been accepted by the Owner and on whom Work Order is placed.
4. **Turn Key Project:** Turn Key Project shall mean that the Agency will be responsible for all actions involved in planning, approval, procurement, installation, testing and documentation of various items/stores as required for the project.
5. **'SITE'** shall mean the actual place where class rooms are being constructed.
6. **'SPECIFICATIONS'** shall mean collectively all the terms and stipulations contained in these provisions of contract as general and special conditions and those finalised in the final project document prepared by the Agency.
7. **'Month'** shall mean calendar month.
8. **'Plant Equipment / Material and 'Works'** shall mean respectively the goods to be supplied and services to be provided by the Agency.
9. **'Work Order'** shall mean the order specifying the allotment of project to the Agency based on which preliminary preparations could be commenced.
10. **Contract** shall mean legal agreement signed between the Agency and the owner on judicial stamp paper of Rs 500/- or more containing all provisions of contract.
11. **'Contract Period'** shall mean the period during which "Owner" and "Agency" shall execute the entire contract as agreed.
12. **'Guarantee Period' / "Defect Liability Period"** shall mean period during which the plant / equipment / material and installations shall give same and trouble-free performance as guaranteed by the contractor failing which the contractor undertakes to replace the equipment /carry out repairs at his own cost.
13. **'Owners Instructions'** shall mean instructions oral or written, drawings, direction, explanations issued by the owner or any person appointed by him. Oral instructions shall be authenticated by written instructions immediately.
14. **'Commissioning'** shall mean integrated activity of carrying out performance tests, initial and trial operations of systems, equipment being installed in the class rooms.
15. **'Drawings'** shall mean all drawings submitted by the Agency/Vendor provided such drawings are acceptable to the owner.

16. '**UR**' means quote unit rate.

17. '**Performance Test**' shall mean all tests to be carried out by Agency/Vendor as per specifications prior to installation being taken over by Owner under guarantee.

18. **Defect Liability Period.** Defect liability period is a period during which any defect occurring, developed or noticed is to be rectified by the Agency /Vendor at his own cost. Defect liability period commences from the date of completion certificate of the project and will be of minimum one year duration except in cases where in individual guarantee/ warranty of specific items /equipment has been stipulated beyond one year and therefore, for such items/equipment the defect liability will be for the given period of warranty/ guarantee.

19. "**Performance Bank Guarantee**" Bank guarantee of specified value to be submitted by contractor and retained by the owner till expiry of Defect Liability Period during which procurement and placing of furniture, installation and commissioning of ACs and Stabilizers, OHPs, Interactive Boards, Podiums with speakers in two under construction Class rooms will give satisfactory performance without any failure, interruption, leakage or malfunctioning of fixtures.

20. **Equipment Guarantee.** Warranty of each item to be mentioned separately. For any fault occurring in any item/equipment in warranty period, the vendor will be responsible to replace it **at his own cost.**

INSTRUCTIONS TO TENDERER'S

21 . The tender is to be filled properly and all relevant information asked for shall be provided in the given format.

22. The duly completed tender shall be submitted at Army Institute of Law in a sealed envelopes on or before the time indicated as explained in para 9 on page 1 and para 24 below..

23. Technical and Commercial bids are to be **submitted in separate envelopes super scribed as Technical Bid or Commercial Bid** as the case may be.

24. **Technical bid to include blank SOQ (without price schedule)** attached in this document duly signed by the vendor/Tenderer along with Official Stamp.

25. The tenderer's are required to furnish information about similar works handled, staff held and infrastructure etc in technical bid.

26. Tender document to be accompanied by Earnest Money Deposit (EMD) Rs 20,000/- in the form of Demand Draft in favour of Army Institute of Law payable at Mohali to be attached with the application. EMD will be refundable after completion of tender process in all cases. In case of L1 Contractor EMD will only be refunded on deposit of Bank Guarantee. Technical bids without EMD will not be accepted.

27. **Commercial bid to include SOQs with price schedule duly filled, signed and stamped on each page.** Two copies of BOQs /price schedule to be enclosed in the same envelope and to be super scribed as **Commercial bid.**

28. Tenderer to check that all amounts filled in SOQs are arithmetically correct. All section wise total amounts shall be written in words also.

29. Completion time will be 60 days (2 Months) from issue of work order.

30. **Performance Bank Guarantee.** Performance Bank Guarantee @ 5% of total value of contract to be deposited by the selected tenderer (contractor) to AIL Mohali before commencement of work. The Bank Guarantee will be returned after 12 months of completion of project.

31. Time is of essence of contract; Therefore, contractor must mobilize adequate technical manpower, labour and & material in for timely completion of work. No extension will be given for completion period as the class rooms are required for functioning of college.

32. All bidders should visit site prior to giving quotes to get acquainted with the site conditions. No demand shall later be entertained due to site conditions. Time for visit 0900hrs to 1600 hrs on working days upto 17 Oct 2024 and from 0900 hrs to 1300 hrs on 18 Oct 2024.

33. The Principal AIL, reserves the right to accept or reject any or all the quotations without assigning any reasons.

34. No cuttings/overwriting is permitted. Documents with cutting/overwriting will be held null and void.

TERMS AND CONDITIONS FOR VENDOR/TENDERER'S FOR TECHNICAL BID

35. Bidders who fulfil the following requirements shall only be eligible to apply: -

35.1 Bidder/Agencies with expertise/experience in designing smart class rooms with student friendly aesthetics will be most suitable. Bidder/Agency to be Architectural cum Interior Designing Agency or should have qualified staff on its rolls.

35.2 Joint ventures are not accepted.

35.3 The bidder should have satisfactorily completed similar works as mentioned below during the last two years ending last day of month previous to the one in which bids are invited.

(a) Two similar works each costing not less than **20%** of the estimated cost put to bid (_____).

OR

(b) One similar works each costing not less than **30%** of the estimated cost put to bid (_____).

“Similar work shall mean Designing/ manufacturing / Supply/ Procurement of Class Room Furniture (Benches, Class room boards, OHP, Podium with Speakers) Procurement and Installation of ACs.

35.4 The Bidder should have average annual financial turnover (Gross) of Rs 20,00,000/- during the last two consecutive financial years. Balance sheets duly audited by the chartered accountant should be attached.

35.5 The bidders to give details of at least two references for qualifying works completed in the last five years along with details of institution/organization, contact person and contact details where work carried out.

35.6 Technical Bid check list given as under (blank copy attached) to be filled and signed by the bidder in ink and with official stamp to be submitted along with technical bids.

CHECK LIST FOR TECHNICAL BID

| S. No | Description | Remarks |
|--------------|---|----------------|
| 1. | Is Your Company/Agency Architectural/ Interior Designer company with qualified Staff. | Yes /No |
| 2. | Do You have experience in Designing Class room Interiors/ establishment of smart Class rooms. | Yes / No |
| 3. | Has the Copy of GST certificate been attached. | Yes/No |
| 4. | Has the Demand Draft for EMD attached Rs 20,000/- to be deposited by tenderer (contractor) to AIL Mohali. | Yes/No |
| 5. | Has the Cancel cheque of bank account been attached. | Yes/No |
| 6. | Have you mentioned Details of similar nature of works carried out. | Yes/No |
| 7. | Have you attached Turnover certificate of previous two years. | Yes/No |
| 8. | Have you given Name and designation of technical reps who will deal with the project. | Yes/No |
| 9. | Have you attached Copy of Blank SOQ sduly signed and stamp. | Yes/No |
| 10. | Have you Signed Tender Document. | Yes/No |

Note: All the documents shall be duly stamped and signed by the owner / proprietor of the company.

FORM OF TENDER TO BE ACCOMPANIED BY DD (EMD) OF Rs 20,000/-

To,

The Principal
 Army Institute of Law
 Sector 68, Mohali
 PIN - 160062

Dear Sir/Madam,

Having visited the site and examined the details of the class rooms, compared the schedule of quantities with the actual site specifications and expectations of quality of work required, I/We hereby offer to execute the project specified below in the specified time of 60 days at the rates quoted in the Schedule of prices attached as per conditions of contract and in all other respects with such conditions as applicable. (Bidder should fill and duly **sign the form of tender on his/her letter head**)

36. **Description of Work:** Selection of suitable Agency/Vendor for planning and Provisioning of Class room Furniture, ACs, OHPs, Interactive Boards (optional), Podiums with speakers for two under construction Class rooms as a Turn Key Project.
37. Completion period: 60 days after issue of Supply Order / Work Order.
38. Our Bankers are:
 (i)
 (ii)
39. Names of Owner/Partner of Firm
 (i)
 (ii)
 (iii)
40. Name of Partners/Director of Firm Authorized to Sign.
41. Name of Person having Power of Attorney to Sign the Contract.
40. Agency/ Company PAN No (specify)-
42. GST No-
43. Agency/Vendor Complete Address, Contact No, Email ID and website details.
 (a) Address (attach address proof)
 (b) Landline No
 (c) Mob No
 (d) Email Address
44. Two References (name and contact of person where the company/agency has accomplished their work.

| S No | Name of Person | Designation | Name and Address | Contact Details |
|------|----------------|-------------|------------------|-----------------|
| (a) | | | | |
| (b) | | | | |

45. DD No. _____, Drawn on _____ is attached.

46. Proof of Two Similar Works Carried out: -

47. Proof of Annual Average Turn Over.

48. Blank Copy of SOQs duly signed by the proprietor or his/her appointee under official stamp/seal is enclosed herewith.

Place:

Date:

Signature & Seal of Contractor

Bidding Process

49. Two step bid system will be followed as follows: -

(a) Step 1 - Opening of Technical Bids.

(b) Step 2 - Opening of Financial Bids (only in case of bidders whose technical bid has been accepted).

50. It is mandatory that Technical and Commercial bids are submitted in separate envelopes. Each envelope to be super scribed as **Technical Bid or Commercial Bid** as the case may be. In case a bidder puts two separate envelopes further in a single bigger envelope, the **envelope be boldly marked " Both Technical and Commercial Bid Inside"**.

Bidder who does not put Technical Bid and Commercial Bid in separate envelopes, his / her bid will not be considered.

Essential Enclosures for Technical Bid

51. Application having all complete correspondence address and contact details.
52. Demand Draft of EMD Rs 20,000/- to be drawn in favour of AIL Mohali.
53. Copy of GST certificate and PAN Card.
54. Cancel cheques of bank account.
55. Details mentioning similar nature of works.
56. Turnover certificate of previous Two years.
57. Details of availability of technical staff. Names and designation of technical reps who will deal with the project.
58. Copy of blank BOQs duly signed and stamped.
59. Details of availability of technical staff.
60. Check list for Technical Bid.

Note: The financial / commercial bid will be opened only in case of bidders whose technical bid has been evaluated successfully. If they do not full fill the criteria the bid shall not be entertained.

Essential Enclosures for Commercial Bid

61. One copy of Tender document duly signed and stamped on each page.
62. One copy of SOQs duly signed by the proprietor / his / her nominated representative along with official stamp to be attached with the tender document.

62.1 The bidder to submit following certificate/undertaking alongwith commercial bid :-

"I have perused the Schedule of Quantities and rates along with design and details of each item and certify that quantities of items/stores are adequate for Provisioning of Class Room Furniture, ACs, OHPs, Interactive Boards, Podiums with Speaker as per quality and design planned by the agency"

CERTIFICATE**(To be submitted on letter head of the company/ firm)**

63. I hereby certify that the above firm has never been blacklisted by any Central / State Government / Public Undertaking / Institute on any account.

64. I also certify that firm will carry out planning, designing, provisioning and installation of Furniture, ACs, OHPs, Interactive Boards (optional), Podiums with speakers as per the specifications given by Institution and also abide all the terms & conditions stipulated in tender.

65. I further certify that the firm/ company has adequate technical staff and labour to complete the said work within 60 days of issue of Work Order.

66. I also certify that the information given in bid is true and correct in all aspects and in any case at a later date, if it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any stage. The firm will be blacklisted and Institute may impose any action as per NIT rules.

| | | |
|--------|---------------------|---|
| Date: | Name | : |
| Place: | Business Address | : |
| | Signature of bidder | : |
| | Seal of the Bidder | : |

SCOPE OF WORK

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67. Army Institute of Law, Sector 68, Mohali, invites proposals from experienced turnkey solution providers for planning and provisioning of Class room Furniture, ACs, OHPs, Interactive Boards (optional), Podiums with speakers for two under construction Class rooms as a Turn Key Project.

68. **Description of Site / Area.** The site is located within the existing AIL Campus Academic Block. The size of each Class room is 46 ft x 16 ft.

69. **Broad Scope of Work.** Broadly the project has been divided into following stages: -

- (a) **Stage 1.** To prepare Draft Project Report (DPR) to include Designing and approval of design, quality and quantity of Desk cum Bench for students, Boards for Class rooms, Chair for Teachers, OHPs, Interactive Boards (optional), Podium with speakers and ACs and indicate rough indication of cost.
- (b) **Stage 2.** Working out of itemized cost of each item and final value of the project.
- (c) **Stage 3.** Procurement and Installation of Furniture, ACs, OHPs, Interactive Boards (optional), Podiums with Speakers.
- (d) **Stage 4.** Handing over of complete project to the owner along with testing and documents.

70. **Detailed Scope of Work.**

(a) **Stage 1: Preparation of DPR (Designing and Approval of Design, Quality and Quantity of Desk cum Bench for Students, Boards for Class Rooms, Chair for Teachers, OHPs, Interactive Boards (optional), Podium with speaker and ACs and Indication of Cost).**

- (i) Visit the site for familiarization with the site.
- (ii) Take clients view point and requirements.
- (iii) Planning and designing to take into account latest class room trends, ergonomical designs catering for comfort of students and tutors.
- (iv) Prepare **minimum three workable designs with material details** for Desk cum Bench, Chairs for Teaches and Tables along with rough indication of cost for each option.
- (v) Suggest minimum three Variants/ Models of OHPs , Interactive Boards (optional) and Podium with speakers along with rough indication of cost for each option along with guarantee and warranty period. Interactive boards will be included in scope only on confirmation by college administration/management. Podium to be provided with speakers
- (vi) Suggest minimum three Brands/ Variants of ACs (5 Star Hot & Cold) and Stabilizers along with rough indication of cost for each option along with guarantee and warranty period.
- (vii) **Present the designs/ Variants/Models to client** and take approvals from the college Administration/ Management and prepare detail final project report.

(b) **Stage 2: Working out of Itemized Cost of Each Item.**

(i) To workout itemized cost of each approved item including make, specifications, material description, quantity and cost with or without GST labour/ installation charges to be mentioned separately. The Agency to workout suitable format for the same. A Sample draft format is as under: -

| S No | Item Description | Make/ Brand | A/U | Qty | Rate | GST | Amount | Remarks |
|------|---|-------------|-----|------------------|------|-----|--------|---------|
| (aa) | <u>Desk Cum Benches</u> <u>Dimensions of Desk</u> <ul style="list-style-type: none"> • <u>Width</u> - • <u>Length</u> - • <u>Height</u> - • <u>Material to be Used</u> - | | | For 124 students | | | | |
| (ab) | <u>Interactive Boards (Optional)</u> <ul style="list-style-type: none"> • <u>Size</u> - • <u>Technical Details</u> - | | | 02 | | | | |
| (ac) | <u>OHPs</u> <ul style="list-style-type: none"> • <u>Technical Details</u> - • <u>Installation Charges</u> | | | 02 | | | | |
| (ad) | <u>White Board</u> <ul style="list-style-type: none"> • <u>Dimensions to be given by the Agency/Vendor</u> - • <u>Material to be used</u> - • <u>Installation charges</u> - | | | 02 | | | | |
| (ae) | <u>Podium with Speaker</u> <u>Dimensions</u> <u>Technical Details</u> | | | 02 | | | | |
| (af) | <u>Chair for Teacher</u> <u>Dimensions</u> <u>Material to be Used</u> | | | 02 | | | | |

| S No | Item Description | Make/ Brand | A/U | Qty | Rate | GST | Amount | Remarks |
|------|--|----------------|-----|-----|------|-----|--------|---------|
| (ag) | <u>Table</u> <u>Dimensions</u> <u>Material to be Used</u> | | | 02 | | | | |
| (ah) | <u>ACs</u> 2 Ton Hot & Cold Inverter ACs <u>Installation</u> | | | 04 | | | | |
| (aj) | <u>Stabilizers</u> <u>5 KVA Stabilizers</u> | | | 04 | | | | |
| (ak) | <u>MCBs</u> | | | | | | | |
| | <u>Total</u> | | | | | | | |

- (ii) Prepare detailed plan to include: -
- (aa) Work Flow Chart from start till completion of project.
- (ab) Carry out rate analysis as bulk purchase market rates and rates and **fix final cost of contract/project.**
- (ac) Get above documents and its details approved from College Management and make changes /alterations as suggested

(c) Stage 3: Procurement and Installation of Furniture, ACs, OHPs, Interactive Boards (Optional), Podiums with Speaker.

- (i) After completion of stage 1 and 2 above, obtain written approval for commencing procurement/ issue of work order to the manufacturing company.
- (ii) Commencement and execution of work as per approved plan and Work Flow Chart.
- (iii) Monitor progress of work, work quality, accuracy and adherence to the provision of tender and give weekly and fortnightly update to Registrar AIL till completion of work.

- (d) **Stage 4: Handing Over of Complete Project to the Owner along with Testing and Documents.** Completion certificate along with guarantee and warranty documents to be provided by the agency.

GENERAL CONDITIONS OF CONTRACT

71. **Work Order.** The work order conveys final agreement between owner and contractor on terms and conditions and is exclusive statement of terms of their agreement.

72. **Modification and Variation.** The work order / contract may be amended, modified, or rescinded only in writing by mutual consent of both the parties or their duly authorized representatives pursuant to terms stated therein.

Materials and Services

73. Consultancy, Technical Advise, Labour and Material.

- (a) The agency/ vendor shall provide at his cost, all necessary consultancy, technical advise, material, tools, tackles, skilled and unskilled manpower, documents for planning and execution of specified project as per approved designs and by using quantities as per schedule of the quantities.
- (b) Any discrepancy in schedule of quantities and ground requirement shall be brought to notice of owner/PMC for decision, immediately.

74. Make of Material.

- (a) Agency/ Vendor shall provide all material of specific makes as per final project report (Ref para 70 (a) (vii)) as approved by the college management . **In case of a situation warranting change in specifications or make /brand from earlier approved same will be got approved by the agency / vendor in writing giving full justification.**
- (b) In case of any problem/ difficulties in procurement of such items, alternative makes will only be approved based on samples and specifications submitted by the agency/ vendor.
- (c) Alternative material shall be procured only after written approval from the management.
- (d) Procurement and use of material of makes not in approved list shall be sole responsibility of the agency/ vendor. Agency/Vendor shall replace all such material at no additional cost within stipulated period.

75. **Authorities and Law.** Agency/ Vendor shall indemnify owner from all conflicts arising out of provisions of regulations and laws.

76. Material and Workmanship.

- (a) All the materials to be supplied for execution of works shall be of first quality, new and strictly as per specifications as given in final project report.
- (b) Wherever available, material/equipment to be of ISI mark.
- (c) The agency/vendor shall be responsible for any loss or damages to the building fitments or surroundings due to work carried out by him and will make good the loss at his own expenditure.
- (d) All the installation rates are deemed to include handling, erection, fabrication services, testing and erection hardware required for all items.
- (e) All the works shall be executed with highest quality of workmanship and as directed by the owner/as per industry standard.
- (f) In case of mock-ups or approved samples, the quality of the same shall be adhered to for all works and any work quality & material below that standard will be rejected.

77. **Co-ordination.** Agency/ Vendor or his authorized representative shall be responsible for co-ordination with all other agencies working at site for smooth functioning and timely completion of works. The builder shall arrange his work program to suit the building progress and priorities given by Owner.

78. **Arbitration.** All the disputes of any kind in connection with contract shall be referred to the College Administration for settlement. For legal remedies, jurisdiction of District Courts Mohali shall apply.

79. **Removal of Material/ Installations.** The owner during the progress of work have power to order in writing removal from the works any material / installations which in their opinion are not as per specifications or instructions, and for carrying out rectification/rework within specified time and contractor shall carry out such removals/rework as per specification at his own cost. The owner/engineer can get such rectifications/rework done from other agencies at the cost of contractor, if the same are not carried out by them in the stipulated and agreed period.

80. **Labour Laws.** Existing labour laws in district Mohali shall apply. All laws related to Labour, PF, ESI, medical insurance etc. shall be adhered to by contractor. No child Labour shall be employed by contractor.

81. **General Insurance.** Contractor shall provide necessary insurance cover for all personal, equipment and material in his scope till the project is successfully handed over. Necessary insurance cover shall also be provided for manpower employed on site. Contractor shall indemnify owner and their representatives employed and hold them harmless in case of any damages injuries/accidents and any claims arising out of them.

82. **Date of Commencement and Time for Completion.** The date of commencement of work shall be accounted from the date of issue of Work Order. A total of 60 days allotted for completion of work.

83. **Time Extension.** No time extension of the work because classes are to be put to use after 60 days.

84. **Penalty for Delayed Completion of Work.** Having laid down the date of commencement and completion of work, the builder will prepare a schedule of work and submit same to the owner. Final schedule will be worked out in mutual consultation between the owner and the contractor within the overall period of 60 days or less given for completion of work. All payments will be made as per para 94 and schedule of work. Any delay in schedule of work will also lead to delayed payment. In addition, penalty of 2% on the due amount on the running bill due as per schedule will be levied. The delay will however be not applicable in conditions as brought out under para 94. In all such cases, the builder will be duty bound to bring the delay to the notice of the owner in an earliest possible time frame and same to be submitted to the owner in writing.

85. **Termination of Contract.** Owner shall be entitled to terminate the contract in case contractor fails to fulfil one or more conditions of contract

- (a) Has abandoned the work.
- (b) Has failed to commence the work or has without any lawful excuse under contract conditions suspended work progress for more than four days from schedule of work and failed to make such due progress for timely completion of works or.
- (d) Has failed persistently to observe and perform works as per specifications and contract conditions.
- (e) Subletting of contract.

SPECIAL CONDITIONS OF CONTRACT

86. **Storage and Office Shed and Safety of Material.** The contractor will specially seek availability of storage space In case of non-availability of same has to prepare his own store and office shed. The owner at site will provide the suitable space. **The contractor will be responsible for safety of his materials stored on site.** The contractor shall make his own arrangements for housing of his staff outside the campus. The Contractor will not be given space for living of his workers/to put up Labour camp inside the college premises. Contractor shall make his own arrangement outside the premises without causing any hindrances to the Owner. The cost of putting up the labour camps will be borne by the Contractor. After completion of work the office & store shed shall be dismantled/ removed by the contractor at his own cost.

87. **Security and Safety.** Following security and safety precautions to be followed: -

- (a) Entry of worker will be controlled for security. The supervisor/rep of contractor to identify the worker and then only they will be let inside the campus.
- (b) The contractor shall strictly follow all security rules of AIL particularly bearing upon the inward & outward movements of his transport, people and equipment and shall also execute the work in such a manner so as to cause the minimum disturbance to the working of the owner.
- (c) Worker handling equipment should be suitably trained to prevent any accident. Security precautions should be followed while working on the height.
- (d) There should be no littering of stores where work is on.
- (e) The material as well as the work will be checked by project monitoring team.
- (f) Identification documents (photocopies of the Voter card or Adhaar Card for the labourers will be submitted at the gate. The Project Monitoring Group shall be notified first if there is a change in labour the following day.
- (h) Owner / PMC or their authorized representative shall have access to works being carried out at all reasonable times. No person, not authorized by owner except representatives of public authorities shall be allowed at work site at any time.
- (j) Readily accessible First Aid Kit including adequate sterilized cotton and dressing shall be provided on site.
- (k) All workmen working at heights shall be provided with safety belts.
- (m) All the electrical connections taken for construction purpose shall have earthing wires provided for equipment earthing.
- (n). Open/temporary jointing of the cables shall be avoided and all connections shall be taken through proper sockets & plug tops, Insulated joints and switches etc.
- (o) Live wires shall not be laid on ground/road or taken on surface without protective cover.
- (p) All workmen and supervisors shall be provided with helmets/safety caps.
- (q). Contractor is to make all arrangements to prevent injury or damage to workers and material due to electrocution.

88. **Work Under Supervision.** Project Monitoring Committee will be responsible to check the work at site.

Prices

89. The prices quoted in the schedule of works (Stage -2) shall remain fixed during the period of contract. Bidder shall clear state taxes, statutory duties and levies which he is required to pay. The rates quoted by Bidder for the items in schedule of rates shall be inclusive of all taxes, duties etc. No separate amounts shall be payable to the contractor on this account. Any upward statutory duty/ tax variation shall be payable on production of proof and necessary reduction shall be affected for downward variation.

Payments

90. Having laid down the date of commencement and completion of work, the builder will prepare a schedule of work and all payments will be made as per completion of schedule of work. Any delay in schedule of work will also lead to delayed payment. In addition, penalty of 2% on the due amount on the running bill due as per schedule will be levied. The delay will however be not applicable in conditions due to acts of fire, floods, earthquakes and other acts of God, sabotage, revolt, strikes and lockout of more than 2 weeks. In all such cases, the builder will be duty bound to bring the delay to the notice of the owner in an earliest possible time frame and same to be submitted to the owner in writing.

91. Running bills will be submitted as per schedule of payments mentioned in payment plan given at para 93 below.

92. The payment of the bill submitted by the vendor should be as per the SOQs and will be paid within 14 days of submission of bills. The gap between the two bills will be minimum 15 days.

93. The payment will be made after making deductions of TDS as applicable.

94. Payment Terms.

- (a) Stage 1 - 10% of the **estimated cost** on completion of Stage 1
- (b) Stage 2 - 10 % of the **final cost of project** on completion of Stage 2
- (c) Stage 3 - 60% of the final cost (30% on placement of procurement order and 30% on completion of Stage 3)
- (d) Stage 4 - Remaining cost of final project

Defect Liability

95. **Completion of Work.** The work shall be deemed to have been completed on submission of written certificate by the agency/contractor and accepted by the owner after due checks and inspection in writing. The "Defect Liability Period" shall commence from the date of such acceptance by the owner and will expire after 365 days from the date of commencement except where ever individual warranty/ Guarantee of the material/items exists.

96. Any defects, faults, deterioration in performance of the material and installations which may appear, during the "Defect Liability Period" of **twelve months** or any period as given in the guarantee clause of various items used in the project as agreed by both parties shall be amended/made good by the contractor/agency at his own cost within a reasonable time as mutually agreed between the owner and developer.

97. In case of default on provision of para 84 above, owner may employ and pay other person to make good the defects and deduct the expenses from the dues payable to the contractor.

COMPLETION CERTIFICATE**98. Drawings and Documents.**

(a) On completion of work, the contractor will submit two copies of complete drawings in colour covering all essential details of equipment, fittings and electrical work. Following set of (two copies) will be submitted: -

- (i) Electrical layout.
- (ii) Details of specification of material used.
- (iii) Details and brands of material used.
- (iv) Guarantee/warranty cards in respect to each material / equipment.

99. Agreement.

(a) The Contractor will be required to sign an agreement on stamp paper of Rs 100/- or more with the College after receipt of Work Order within seven days time.

(b) The Agreement will contain all conditions of contract, Scope of Work, General and Special Conditions of Work.

100. **Sufficiency of Schedule.** The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender for Selection of a suitable Agency/Vendor as consultant for planning and Provisioning of Class room Furniture, ACs, OHPs, Interactive Boards (optional), Podium with Speaker for two under construction Class rooms as a Turn Key Project and submit following undertaking/ certificate alongwith tender document

“ I have perused the Schedule of Quantities and rates along with design and details of each item and certify that quantities of items/stores are adequate for Provisioning of Class Room Furniture, ACs, OHPs, Interactive Boards, Podiums with Speaker as per quality and design planned by the agency”

SCHEDULE OF QUANTITIES AND RATES
FOR SELECTION OF A SUITABLE AGENCY/VENDOR FOR CONSULTANCY, PLANNING AND
PROVISIONING OF CLASS ROOM FURNITURE, ACs, OHPs, INTERACTIVE BOARDS, PODIUMS
WITH SPEAKERS FOR TWO UNDER CONSTRUCTION CLASS ROOMS AS A TURN KEY PROJECT

| <u>S No</u> | <u>Description</u> | <u>Make/Brand</u> | <u>Qty</u> | <u>Rate</u> | <u>GST</u> | <u>Rate after GST</u> | <u>Amount</u> | <u>Remarks</u> |
|--------------------|--|--------------------------|-------------------|--------------------|-------------------|------------------------------|----------------------|-----------------------|
| 1. | Cost of Consultancy | - | - | | | | | |
| 2. | Cost of Class Room Desk cum Bench dual sitting (For 124 Students) | | 62 | | | | | |
| 3. | Cost of Hot & Cold 2 Ton Inverter ACs (5 Star) Incl Voltage Stabilizers (5 KVA) & MCBs incl Installation | | 04 | | | | | |
| 4. | Cost of OHPs incl Installation | | 02 | | | | | |
| 5. | Cost of Interactive Smart Boards (optional) incl Installation | | 02 | | | | | |
| 6. | Cost of Podiums with Speaker | | 02 | | | | | |
| 7. | Cost of White Boards incl installation | | 02 | | | | | |
| 8. | Cost of Chair & Table | | 02 | | | | | |
| 9. | Total | | | | | | | |
| 10. | Total in Words: _____ _____ | | | | | | | |

Note: All bidders should visit site prior to giving quotes to get acquainted with the site conditions. No demand shall later be entertained due to site conditions. Time for visit 0900hrs to 1600 hrs on working days upto 17 Oct 2024 and from 0900 hrs to 1300 hrs on 18 Oct 2024.

11. **Prices.** The prices quoted in the schedule of quantities is the lowest anticipated cost as per brand/ quality offered by the agency. Actual cost will however be finalized on completion of Stage 1 and 2 i.e after approval of Final Project Report and Itemized Cost of each items which will remain fixed during the period of contract.

12. **Sufficiency of Schedule.** The Agency/Vendor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender for works and prices quoted therein which shall cover all obligations under contract for satisfactory completion of works, and stipulated performance of system/equipment in his preview.

13. Undertaking by the Agency/Vendor.

- (a) I undertake to complete the work within 60 days of issue of work order.
- (b) I undertake to abide by all provisions of this tender document

Signature of Vendor _____