

Tender Ref No: AO/3-6/21-22/Civil/118

Dated: 03.06.2021

**E-PROCUREMENT MODE**

**TENDER DOCUMENT FOR P/F PVC WALL PANLING AND PORTICO WORK IN  
ARIES, MANORA PEAK,**

**INDEX**

S. No.	Subject	Page No.
1.	Schedule of tender	2 -3
2	General Terms and Conditions	4-7
3	Annexure I Schedule F	8
4	Annexure II Specifications & Special Conditions	9
5	Annexure III Performance Guarantee Format	10-11
6	Annexure IV Undertaking	12
7	Annexure V	13
8	Annexure-VI Bid Security Declaration	14
9	Annexure-VI Tender Acceptance Letter	15
10	Annexure VIII Detailed Special conditions	16-21
11	Contract Agreement Format Enclosure III	22-23
12	Particular conditions of the Contract	24
13	Financial Bid	25

**TENDER: - P/F PVC WALL PANELING AND PORTICO WORK IN  
ARIES, MANORA PEAK,**

The Director, ARIES, Nainital, invites online tenders from experienced civil contractors those who have experience to work in hilly regions and registered as contractors/firms Class 'A' or 'B' with CPWD/Uttarakhand Government/ PSU for Civil related works on Delhi Schedule of Rates (DSR) 2018 for ARIES campus at Manora Peak .Nainital

1. Detailed Tender Documents may be downloaded from Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) and from our website (<https://www.aries.res.in/>). **(The bid document consisting of specifications the schedule of quantities for the civil related works and the set of terms and conditions of the contract to be complied with and other necessary documents).**
2. Documents to be submitted online only.
3. All details /document pertaining to the tender such as tender document, pre-bid report, corrigendum and any further updates will be available only on our website & also at CPP Portal.
4. **No manual bid will be accepted. All quotations (both technical & financial) should be submitted in the e-procurement portal only.**
5. ARIES, Nainital shall not be responsible for non-receipt of bid due to internet issues or any other reasons.
6. The Director, ARIES, Nainital reserves the right to reject any or all tenders.
7. Tenderer may note that if the date of tender opening given in this Tender Document is declared to be a gazetted holiday, the tender shall be opened on the next working day at the same timing.
8. The details of tender terms & conditions are mentioned in tender document.

**CRITICAL DATES**

Publishing Date	03.06.2021 (16:00 PM)
Document Availability on Portal Date	03.06.2021 (16:00 PM)
Clarification Start Date & Time	03.06.2021 (16:00 PM)
Bid Submission Start Date	03.06.2021 (16:00 PM)
Clarification End Date & Time	22.06.2021 (15:00 PM)
Last Date & Time of Submission of Bids (Technical & Financial Bid)	28.06.2021 (15:00 PM)
Opening Date & Time of Technical Bids Online	29.06.2021 (15:00 PM)
Venue, Date and Time for opening of Financial bid	Will be intimated through online CPPP to Technically Qualified Tenderer.

Earnest Money Deposit (EMD)	EMD Amount - Nil (Submitted to Bid Security Declaration) as per annexure-VI.
Contact information & contact person for administrative queries:	The Registrar Aryabhatta Research Institute of Observational Sciences, Department of Science Technology, Govt. of India Manora Peak, Nainital - 263 001, Uttarakhand, India Tel: +91-(5942) – 270729 Website: <a href="http://www.aries.res.in">http://www.aries.res.in</a> Email ID:- <a href="mailto:registrar@aries.res.in">registrar@aries.res.in</a>
Contact information & contact person for technical queries about the items:	Sh. D.S.Negi Aryabhatta Research Institute of Observational Sciences, Department of Science Technology, Govt. of India Manora Peak, Nainital - 263 001, Uttarakhand, India Tel: +91-(5942) – 270735 Website: <a href="http://www.aries.res.in">http://www.aries.res.in</a> Email ID:- <a href="mailto:dnegi@aries.res.in">dnegi@aries.res.in</a>
Delivery	365 Days after issuing the work order.
Validity	90 days
Product Category	Civil works
For taking technical assistance regarding bid submission, if any	CPP Portal Website: <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> HelpDesk Number 0120-4200462, 4001002, 4001005 and 4001005.



**General Terms & Conditions:**

Taxes, Terms and conditions **For Providing Services for the civil maintenance related works** are invariably indicated. **The rate inclusive of all taxes may be quoted in the financial bid online.**

TENDER SHOULD BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:-

- ✓ PART-I:- TECHNICAL BID should be submitted online with Bid security declaration.
- ✓ PART-II:- FINANCIAL BID should be submitted online

Please note that rates should not be indicated in the Technical bid. The Technical bid documents including Bid Security Declaration as required in the tender document should invariable be accompanied with the Technical bid.

**Tender without bid security declaration will not be considered.**

**Note: 1**

1. The tenderers should give rates, including all taxes. Tender not confirming to this requirement shall be rejected and no correspondence will be entertained whatsoever.
2. THIS TENDER DOCUMENT IS NON-TRANSFERABLE.
3. **The bid document should be paged and a certificate to this effect may be provided on the covering letter indicating the number of pages submitted along with the bid.**
4. The tenderers shall clarify/state whether he/they has sufficient long experience. The offers of contractors/ firms (or direct authorized agent) who are not doing this type of jobs will be summarily rejected.
5. Copies of successful completion certificates of two works mention in the tender document costing Rs15 lacs each for the last 3 years from the concerned departments/authorities for the current financial year enclose the certificates or copy of the orders received so far for this type of works. Issued by the officer-in -charge should be enclosed in absence of which the tenders are summerically be rejected.
6. In case of non-supply of items within the due date i.e. within the date of delivery as well as non-completion of work with the date of stipulated period, the **Director, ARIES, Nainital** will have the right to impose penalty, as deemed fit, to resort to risk get the execution of work in full or part thereof at his discretion, his decision shall be final and binding.
7. The Director, ARIES, Nainital shall be the final authority to reject full or any part of the payment which is not confirming to the specification and other terms and conditions.
8. Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
9. **The volume of work quantizes, however, during the contract, it may be increased or decreased depending upon the actual requirement.**



10. Any action on the part of the tenderer to influence anybody in the said Institute will be taken as an offence, he will not be allowed to participate in the tender enquiry and their offer will not be considered.
11. Work done should be conforming to the specifications as mentioned in the tender document, material conforming to IS specifications/mentioned in tender document.
12. Genuine material should be used for the work. The material for the work should be of Indian/International standards mentioned in specifications in tender documents.
13. The tenderer shall furnish a certificate that the firm has not been blacklisted in the past by any government/Private institution. The tenderer has to give an undertaking as given at Annexure-IV that there is no vigilance/CBI/FEMA case pending against the firm/contractor.
14. Interested tenderer are advised to inspect and examine the site, its surroundings and satisfy themselves before submitting their bids as to the nature of the P/F PVC wall paneling work and portico work (so far as is practicable), the form and nature of the site works for maintenance, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done & local conditions and other factors having a bearing on the execution of the work. For the works water and electricity will be provided on payment basis and suitably used from the nearest point of work.
15. The competent authority on behalf of the “**Director, ARIES, Nainital**” does not bind himself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
16. Canvassing whether directly or indirectly is strictly prohibited and the bids submitted by the tenderer who resort to canvassing will be liable for rejection.
17. **PAYMENT TERMS:** - Payment shall be released after the successful completion of the items of work and receipt of bill after deducting statutory taxes as per Government rules. 30% payment in advance for mobilisation of material may be paid against submission of security. The said amount shall be adjusted in final payment of completion of duly accepted by the contractor while making final payment bill of the contractor; however the works of the entire items shall have to be completed within the stipulated period. 100% PAYMENT SHALL BE RELEASE AFTER SATISFACTORY WORK DONE, subject to submission of Performance Guarantee at the time of issue of order @ 5% value of work order (Value of the work order to be awarded). This guarantee shall be in the form of Deposit at Call receipt

of any scheduled bank/Banker's cheque/Demand Draft /Pay order of any Scheduled Bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank in accordance with the prescribed form valid for 15 months. OTHERWISE 95% PAYMENT WILL BE RELEASED AFTER COMPLETION OF WORKS & BALANCE 5% PAYMENT/ (or Security guarantee if submitted) WILL BE RELEASED AFTER 15 MONTHS after full satisfaction of undersigned. Payment shall be made through online payment only.

18. PAYMENT WILL BE RELEASED on submission of bill and 5% PAYMENT deducted as Security Deposit. Security deposit shall initially be valid up to the stipulated date of completion of the work plus the main defect liability period 3 months & shall be further extended depending on the Authority **Director, ARIES, Nainital** and will be released without interest after full satisfaction of Director, ARIES, Nainital. Payment shall be released through online payment.
19. The performance guarantee deposit will be forfeited in case of violation of the terms and condition of the contract.

**Note: 2**

The intending tenderer shall have to furnish attested copies of the following documents in technical bid. :-

1. Proof of executing two civil works worth of the value 15 lakhs each.
2. Copies of valid certificates of Income Tax clearance, PAN number, and any other tax applicable for the Last Three years.
3. Details of contractor/firms/ company in case of partnership firms.
4. Copies of EPF & ESI registration details, if applicable.
5. GST registration.

**Note: 3**

The other terms and conditions entrusted to the successful tenderer will be as follows:-

1. **The firm/contractor will have to complete the entire quantity of work at ARIES Campus at Manora Peak directed by the Competent Authority or his authorized representative.** Loading/unloading of goods, transportation, delivery of material shall be the sole responsibility of the firm and no extra cost should be quoted for the same. In case of delay on the part of the contractor's performance, penalty @ ½% per week of the total value of work as billed will be deducted from the Contractor's bill subject to maximum of 10% without prejudice to other terms & conditions of the order.
2. **Quality of goods & Works:** The firm/contractor will be entirely responsible for quality of items installed at any place and quality workmanship is required. The contractor should replace the rejected /damaged materials without claiming any type of extra cost & repair the same and remove all sorts of debris materials from all the places and clean the floor walls etc.
3. **The tenderer are advised to see Website regularly as the Corrections /modifications in the Schedule of items, terms, conditions shall only be made through website at any time**



**but before the last date of receipt of tender.**

4. The contractor shall not be permitted to bid for works in the ARIES Project, responsible for award and execution of contracts, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any employee of ARIES or in the Ministry of Science & Technology.
5. No Engineer of gazetted Rank or other Gazette Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
6. Subletting of tendered work is not permitted to any other tenderer.
7. In the event of any legal dispute under this agreement, the jurisdiction will be at Nainital.



**Annexure -I**

**PROFORMA OF SCHEDULES (As per CPWD)**

**SCHEDULE 'F'**

**GENERAL RULES & DIRECTIONS:**

Officer inviting tender	:	<b>Registrar ARIES, Nainital</b>
<b>Definitions</b>		
2(v) Competent Authority	:	<b>Director/Registrar</b>
2(viii) Accepting Authority	:	<b>Director, ARIES, Nainital</b>
2(x) Percentage on cost of materials and Labour to cover all overheads and profits	:	
2(xi) Standard Schedule of Rates	:	<b>DSR 2018 &amp; up to date.</b>
9(ii) Standard CPWD Contract Form	:	<b>GCC 2010, CPWD Form 7/8. Incorporating Amendments upto date.</b>

**Clause 1**

- Time allowed for submission of Security cum Performance Guarantee from the date of issue of letter of acceptance : -- Within 5 days.
- Maximum allowable extension beyond the period provided in (i) above : 5 days.

**Clause 2**

Authority for fixing compensation under clause 2 : **Director, ARIES, Nainital**

**Clause 10B(ii)**

Whether Clause 10 B (ii) shall be applicable : **No**

**Clause 11**

Specifications to be followed for execution of work: **CPWD Specification 2009, Vol-I & II with upto date correction slips 100%**

**Annexure -II**

**PARTICULAR SPECIFICATION**  
**&**  
**SPECIAL CONDITIONS**

**GENERAL**

1. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders
2. **TERMS & CONDITIONS:** Terms & Conditions as set out in this Tender Document shall have to be complied with by the tendering firm/contractor. Offers not complying with such terms & conditions shall be ignored / rejected at the discretion of tendering Authority.
3. **PRESCRIBED FORMS:** Tenders of firms received in the format prescribed in this tender document shall only be considered. Offers not received in prescribed format shall be ignored and no correspondence in this regard will be entertained. Telegraphic/Telex/Fax/ Email/ Letterhead/Quotations will not be accepted and ignored straightaway.
4. **TENDERERS ARE REQUESTED TO QUOTE THEIR RATES ON F.O.R. DESTINATION BASIS** (Free delivery to the consignee's premises & place of work site).
5. **Inspection:** The inspection of the work execution and materials shall be carried out by authorized representative of ARIES, Nainital at the work sites daily, the contractor's employees must comply the orders of that.
6. **Handling and Stacking**  
It is contractor's responsibility for Material protection brought by him for the work against any damage during transportation & carrying out the works. The loading and unloading shall be carried out with utmost care. On receipt of materials at site, they shall be carefully examined to detect any damaged pieces. Arrangements shall be made for expeditious replacement of damaged pieces i.e. the contractor shall never use the damaged material if seen the same has to be removed and replaced without any extra cost.
7. If required / felt by ARIES, a tender evaluation committee / purchase committee shall examine the tender rates, analyses and compare the rates quoted by tenderer and shall decide the tender.
8. The Tendered rate be quoted in MKS units only.
9. 10 CA, 10 CC and other escalations clauses during the contract period are not applicable.
10. The ID proof of all the working persons shall be submitted by the contractor to the Competent Authority. If the contractor at any time changes the staff he shall take the approval of the Competent Authority.
11. No extra lead & lift shall be paid.

**Annexure -III**

**FORM OF PERFORMANCE GUARANTEE (BANK GUARANTEE)**

WHEREAS, contractor..... (Name of contractor) (Hereinafter called "the contractor") has submitted his tender dated ..... (date) for the ..... Civil maintenance & repair works..... (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we ..... (name of bank) having our registered office at ..... (hereinafter called "the Bank") are bound unto Registrar, ARIES, Nainital (hereinafter called "the Competent Authority") in the sum of Rs. .... (Rs. in words ..... ) for which payment well and truly to be made to the said Competent Authority the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this .....day of .....20.....

**THE CONDITIONS of this obligation are:**


- If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- If the contractor having been notified of the acceptance of his tender by the Competent Authority:
  - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
  - (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and instructions to contractor, OR
  - (c) Fails or refuses to EXECUTE THE WORKS the items, in accordance with the provisions of the contract and Instructions to contractor, OR
  - (d) Fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Competent Authority up to the above amount upon receipt of

Manora Peak, Nainital-263001, Uttarakhand, India

Tel +91 05942-235136, 270700 | Fax +91 05942-233439 | directoraries@aries.res.in | www.aries.res.in

Page 10 of 25

  
**Registrar**  
**ARIES, Manora Peak**  
**Nainital**



his first written demand, without the Competent Authority having to substantiates his demand, provided that in his demand the Competent Authority will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date\* .....after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Competent Authority, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

**Annexure - IV**

**UNDERTAKING**

I, .....S/o .....

R/o .....do hereby solemnly affirm as  
under:-

- That I am a Contractor / Partner / Proprietor / Authorized representative of M/s  
.....
- That the Contractor / firm has not been black listed in the past by any government  
/ private / organization.
- That the Contractor / firm has no vigilance case/CBI/FEMA case pending against  
him.
- That the Contractor / firm is not doing the Repair & maintenance works at the lower  
rate quoted in the tender in any Govt. organization or any other institute.

**Signature & Seal of the bidder(s)**

**Annexure –V**

**TENDER NO. :** \_\_\_\_\_

**For Providing Services for the P/F PVC wall paneling work in office Building Room and portico work**

- I/We hereby submit our tender for the afore said mentioned works.
- I/We now enclosing herewith the bid security declaration (**TENDERS NOT ACCOMPANIED WITH EMD ALONGWITH THE TECHNICAL- BID SHALL BE SUMMARILY REJECTED**).
- I/We hereby agree to all the terms and conditions, stipulated by the ARIES, in this connection including delivery of materials installation and execution of works etc.
- I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialed.
- Tenders are duly signed (No thumb impression should be affixed).
- I/We undertake to sign the contract/agreement, if required, within 5 days (Five days) from the date of receipt of the letter of acceptance.
- In case tender documents are downloaded from ARIES website by the firm then following certificates should also be signed by the tenderer – “Certified that we have downloaded the tender document from ARIES website and for any difference in contents from original document we shall be fully responsible and understand that rate contract awarded, if any, may be terminated by ARIES on this account.

We agree to keep the tender open for Ninety (90) days from the due date of its opening/ninety days from the date of opening of financial bid in case tenders are invited on 2 bid system online (Strike out as the case may be) and not to make any modification in its terms and condition.

**NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC, HAS BEEN INDICATED IN THE TENDER FILING WHICH IT WILL BE PRESUMED THAT THE RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.**

**Yours faithfully**

**Signature of Tender(s)  
with full Address.**

**WITNESS** \_\_\_\_\_

**WITNESS** \_\_\_\_\_



**Annexure-VI**

**Bid Securing Declaration Form  
(To be given on Company Letter Head)**

Tender Ref No. \_\_\_\_\_ Date: \_\_\_\_\_

To,

The Director,  
ARIES, Manora Peak,  
Nainital -263001

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because of

- a) withdrawal/modification/amendment, impairment or derogation from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderer.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the receipt of your notification of the name of the successful Bidder. In case, the successful vendor withdraw or modify their bids during period of validity etc, they will be suspended for the one year.

Signed: (put signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**Annexure-VII**

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

**Date:**

**To,**

**The Director,  
ARIES, Manora Peak,  
Nainital -263001**

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** \_\_\_\_\_

**Name of Tender / Work: -**

Dear Sir,

1. I/ We have submitted online tender document(s) for the above mentioned Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc. ..), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

**(Signature of the Bidder, with Official Seal)**

**Annexure -VIII**

**B : Detail Special Conditions of the tender For Providing Services P/F PVC Wall Paneling and portico work in Manora Peak, Nainital :-**

**1. Engineer at Liberty to Object**

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible by a qualified Person approved by the Engineer.

**2. Safety, Security and Protection of the Environment**

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- i) Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
- ii) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others.
- iii) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods.

**3. Damage to Persons and Property**

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of :

- Death of or injury to any person, or loss or damage to any property will be recovered. Which may arise out of or in consequence of the Repairs & Maintenance of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

**4. Accident or injury to Workmen**

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

**5. Evidence and Terms of Insurance**

The Contractor shall take out appropriate insurance to cover workers, staff and particularly labours.



- This notice inviting Bid shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his bid and issue of acceptance letter by the Accepting Authority shall within 5 days from the stipulated date of start of the work, sign the contract consisting of:-
  - The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto

## 6. TECHNICAL BID (PART "A")

### BRIEF DESCRIPTION OF THE Firm/Contractor

(with an outline of the experience of the firm for similar works during last three years)

Year of registration	Type of firm/contractor Individual/Proprietary/Limited Company or any other)	Experience	Man power available	No of works in hand. Details be given on separate page.	Remarks

## 7. EXPERIENCE OF COMPANY

NOTE : Please attach supporting documents (completion certificates along with order copies) for the above information

S.no	Name of work location	Name of Owner and organization	Cost of work (in Lakhs)	Date of Completion of work as per Contract	Stipulated date of completion and Actual date of completion	Name and address/telephone number of officer to whom reference may be made	Remarks

The information may be given in separate sheet.

(Experience of relevant and similar work CIVIL related works completed during last three years)

commencing 2017-18, 2018-19 & 2019-20 and ongoing works). Use separate sheet for each work.

- Project title & Location:
- Name of the Client and Address:
- Describe area of Participation (Specific Work done/Services rendered by the applicant)
- Period of Work Done/Services rendered for the project
- Total cost of work cost.
- Date of start of the work and the present status.
- Any other details.

**NOTE:-**

Supporting documents like certificates from the client in support of each of the above Projects to be furnished if available.

**ENGINEER**

**1. Engineer's Duties and Authority**

(a) The Engineer shall carry out the duties specified in the Contract.

• **Custody and Supply of Drawings and Documents**

The Drawings shall remain in the sole custody of the Engineer, but copies as required thereof shall be provided to the Contractor solely for the purpose of this contract. The works are of repairs & maintenance, therefore drawing will remain with the Engineer.

• **Sufficiency of Tender**

The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination of the site conditions.

• **Compliance with Statutes, Regulations**

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provision of: (a) **Any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the operation and Maintenance Work.** (b) **The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.** (c) **Any changes required for approval due to revision of the local laws.**

• **Time for Completion**

**The mentioned in tender document work shall be completed within a period of one year after issuing the work order.**

• **Extension of Time**

Right to terminate the Operation repair and Maintenance contract by giving 15 days notice at any time during the currency of the contract if the services of the agency are not found satisfactory. However, employer reserves the right to extend the contract on written & mutual consent of tenderer for a period of one year at the same rates of earlier agreement.

**Defect Identification and it's rectifications**

The Contractor shall immediately attend the defects and complaints noticed at site as intimated by Competent Authority. The Contractor shall provide and develop a system for regular Operation, repair and Maintenance of all the services which includes defects identifications and it's immediate



rectification so, that services are not affected. It shall be the sole responsibility of the Operation and Maintenance agency that all the services are kept in functional condition round the clock during the currency of the contract.

- **Contractor's Failure to Carry out Instructions**

In case of default on the part of the Contractor in carrying out repair and Maintenance the Employer/Engineer shall be entitled to employ and pay other persons to carry out the same and if such work, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor.

## MEASUREMENT

### CERTIFICATES AND PAYMENTS as prescribed forms and running account.

- The Contractor shall submit a bill prescribed form of running account in 3 copies to the Engineer by 7th day for the work executed in tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled.
- Competent Authority shall enter the bill in MB in presence of contractor or contractor's representative. The measurements recorded will be signed by the tenderer or its representative as a token of acceptance of the measurements.
- Details of defects/complaints attended and rectified within time.
- Details of complaints attended late.
- Attendance details of the manpower deployed during the work.

- **Deduction of Income Tax**

The amount to be deducted towards the in compliance of income tax, labourers etc. shall be at the rate applicable.

- **Performance Guarantee**

The performance Guarantee can be encashed by the Employer to recover any amount which is payable by the Contractor to the Employer on any account for a cause arising out of the contract.

- **Final Certificate**

Within 28 days after receipt of the Final Statement of each work order and the written discharge, the Engineer shall issue to the employer (with a copy to the Contractor) a Final Certificate stating: **(a)** The amount which, in the opinion of the Engineer, is finally due under the Contract, and **(b)** After giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract.

- **Default of Contractor**



- If the performance of the contract and is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.
- In the event of termination of the contract, employer shall be at liberty to get balance work done at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works.

### 13. Amicable Settlement of Dispute

The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof. Any complain related to the work mentioned in this tender shall be attended to within times specified in Enclosure I & II failing which a recovery of Rs. 100 per event per day shall be made from the subsequent payment certificate of the contractor.

The contractor has also comply the following:-

- That the normal functioning of ARIES activity is not effected as far as possible.
- That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
- That all rubbish etc. is disposed off at the earliest and the place is left clean and orderly at the end of a each day's work.
- The Contractor shall ensure that his Repair and Maintenance staff is qualified for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The contractor shall be held responsible for any loss or damage to ARIES property.
- The contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the Repair and Maintenance work/job works.
- When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
- Water and electricity shall be made available free of cost at nearby source of work. The contractor has to make his own arrangement for use of the same including drawing temporarily lines etc. The responsibility for following relevant rules, regulations and laws in this regard shall be entirely that of the contractor. The same be used carefully, any mis happening the contractor shall be solely responsible for that.

**Enclosure-I**

**COMPLAINT REGISTRATION FORM (For repair works.)**

S no	Date	Time	Complaint name	Signature	Complaint Attended	Date	Time from to	Contractor Complaint	date
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**Enclosure-II**

**MAINTENANCE COMPLAINT REGISTER**

S.No.	Nature of complaint	Complaint attended	Date	Time	Remark & Sign.	No. Days of works	Contractor Sign.	Remark
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- The contractor is responsible for cleaning the area where the job is completed.
- After completion of the repair work the debris be kept away at the place suggested by the Competent Authority. Similarly the serviceable material shall be deposited in the stores by contractor. In case the contractor fails to comply the above conditions of the contract, Competent Authority shall have a right to get this work done at the cost of contractor or any other agency or departmentally after issuing Ten days notice to the contractor.
- Before changing the materials in residential or in any building in ARIES the contractor should confirm in consultation with Competent Authority that the part or repair is essential.
- The contractor or his workers should behave in proper and remain disciplined with the ARIES officials during the job/work. If found reported misbehaving residents/officials the contract is liable to be rejected.
- There should not occur any theft during the course of repair works/ any work.
- The contractor should take a completion certificate from the concerned authority when the work is completed as prescribed in GFR 132 by him and maintain a register showing the complete details of the repair work/any work with place of work & date of repair. This register be maintained daily.



**Contract Agreement Format  
(To be made on Rs 100.00 Non Judicial Stamp paper)**

**Enclosure III**

**AGGREMENT**

This agreement is made at Nainital on the day..... of .....Two thousand eighteen between the Director Aryabhata Research Institute of Observational Sciences, Manora Peak, Nainital - 263001

**I acting through Registrar, Aryabhata Research Institute of Observational Sciences, Manora Peak, Nainital, having its office at Manora Peak, Nainital - 263001** (here in after called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

**SECOND PART**

M/s/contractor.....having its registered office at.....(herein after called the 'Agency' which expression unless repugnant the context shall mean and include its successors-in-interest assigns etc.) of the Second part.

Whereas the 'Client is desirous to engage the 'Agency' for providing the Repair & Maintenance Civil works for ARIES at Manora Peak, Nainital on the terms and conditions stated below.

- The Agency will be solely responsible for compliance to the provisions of labour, industrial and any other Laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to personel deployed at **ARIES, Manora Peak, Nainital site**. The 'Client' shall have no liability in this regard.
- The Agency shall be solely responsible for any accident / medical/ health related liability / compensation for the personnel deployed by it at ARIES, Nainital sites. The 'Client' shall have no liability in this regard.
- Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
- In case of non-compliance with contract, the 'Client' reserves its right to:
  - Cancel / revoke the contract; and / or
  - Impose penalty up to 10% of the total value of the contract.
- Payment shall be released after the successful completion of the items of work and receipt of bill after deducting TDS as per Income tax Rules and any other deductions as per Government rules. Part payment can be released against part of work quantity of the Items at the request of the contractor duly recommended by Competent Authority and it will be adjusted on completion of 100% work completion of the said work duly accepted by the contractor while making final payment bill of the contractor; however the works of the entire items shall have to be completed within the stipulated period. 100% PAYMENT WILL BE MADE AFTER COMPLETE

WORKS, subject to submission of Performance Guarantee at the time of issue of order @ 5% value of work order (Value of the work order to be awarded). This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque/Demand Draft /Pay order of any Scheduled Bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank in accordance with the prescribed form valid for 15 months.



OTHERWISE 95% PAYMENT WILL BE RELEASED AFTER SUPPLY & BALANCE 5% PAYMENT/ (or Security guarantee if submitted) WILL BE RELEASED AFTER 15 MONTHS after full satisfaction of under signed.

- Performance Guarantee will be released only after the successful completion of work plus the main defect liability period 3 months after full satisfaction of the Authority. Performance Guarantee will be forfeited in case the services of the contractor are unsatisfactory or in case of violation of the terms and condition of the contract.
- The Agency shall be fully responsible for timely payment of wages and any other dues to the personnel deployed by it at ARIES, Manora Peak, Nainital site.
- The Agency also agrees to comply with annexed Terms and Conditions and Amendments thereto from time to time.
- Decision of Client in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
- The Agency shall ensure full compliance of the Tax Laws of India with regard to the Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc of the Agency in respect thereof, which may arise.
- In case of any dispute between the Agency and Client, Client shall have the right to decide. However all matters of jurisdiction shall be at the local courts located in Nainital District.

Signature/Seal of Client

Seal/ Signature of Agency.

This Agreement will take effect from .....day of..... Two thousand fourteen, and shall be valid for ONE Year.

In Witness whereof both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Nainital in the presence of the witness.

For and on behalf of the Agency  
Signature of the authorized Official

For and on behalf of the ARIES, Nainital  
Signature of the authorized Official

Name of the official  
Stamp /Seal of the  
Signed Sealed and DELIVERED

By the said.....

Name.....

On Behalf of the Agency  
In the presence of

Name of the Official  
Stamp/ seal of the Client  
Signed Sealed and DELIVERED  
by the said.....

Name.....

on behalf of the ARIES, Nainital  
in the presence of

Witness

Name.....

Address.....

Witness

Name.....

Address.....

## PARTICULAR CONDITIONS OF CONTRACT

1) **Deployment of manpower:-**Contractor should be qualified and well experienced to operate the systems and attend to the related works of these systems. Any other manpower required shall be made available by the contractor for proper functioning and will be in the scope of contractor. Proper supervision of contractor's has to be provided to oversee the whole work for the smooth operation and maintenance services as and when required shall be recorded in the MB/Log-Book.

2) **Terminology & scope** for this project shall be as per CPWD Specification.

3) **Measurement**

Measurement shall be as per CPWD specifications.

CPWD specifications shall be followed, where not available, BIS/Engineering practice as directed by the Engineer shall be followed.

A complaint register (format at Enclosure) shall be maintained in the Repair and Maintenance Office of the contractor in which all complaints received shall be documented.

Formats of Performance Guarantee and Contract Agreement are as Enclosure respectively in the tender document.

All Repair and Maintenance/job work related complaints shall be attended within time specified failing which a recovery of Rs.100 per event per day shall be made from the subsequent payment made to the contractor.

All the complaints shall be attended within stipulated time after receiving it by phone/SMS or in complaint register format and rectified in totality to the entire satisfaction of the complainant and engineer or his representative. However, complaint related to any emergency work has to be attended immediately without loss of time.

All materials used on the Works shall be new and of the best quality available, conforming to the relevant specifications and as per good Engineering practice. Prior approval shall be obtained in writing from the Engineer for all materials proposed and when necessary.

4) **Measurement-BOOK** for recording of works related to repair & maintenance shall be Provided and maintained by the Department i.e. ARIES, Nainital showing the complete working done. The same is duly signed by the contractor & Competent Authority before presented for the payment.

5) Time being the essence of this Contract, Contractor shall be expected to furnish all labour & material in sufficient quantities at appropriate time, expedite and schedule the work to meet the Engineer's requirement and so manage the operations that the work shall be completed in time as stated elsewhere. In case of shut down of power supply, Contractor shall coordinate with Engineer and shall carry out essential works during the shutdown period allowed by the Engineer. In case Engineer allows for such period during night or early morning hours, Contractor shall make all provisions to avail such account. Contractor shall not be entitled for any extra claims on such account. Contractor shall programme his work in such a way that items of work requiring presence of Engineer are carried out between 9 A.M. & 6 P.M. on working days.

6) **Completion Certificate**

On completion of these works if carried out at site during the contract, a certificate shall be furnished to the Engineer, by the Contractor, counter signed by the contractor/supervisor under whose direct supervision the work on the basis of this certificate the final payment shall be released after deductions as per rules.



## FINANCIAL BID

Items rate contract on Delhi Schedule of Rates (DSR) – 2018 item for the P/F PVC wall paneling Works at ARIES, Nainital. The price Bid should be submitted online. ARIES Authorities reserve the full rights to increase or decrease the quantities of items, at the time of award of tender and at any time during execution of contract period or extended period of contract as per its actual requirement. The tentative quantities of works demarcated as per the DSR items and the possible items for execution listed as under may be executed costing of the tune of 40 lakhs. The Director ARIES, Nainital reserves the right “that it is not necessary that all the items will be executed in the said period of contract one year and therefore the contractor has no right to claim for any works/item of works for the execution in the time period of contract or extended period of the contract.”

Vendor  
Contract  
Bidding

Item Rate  
BoQ

Tender Inviting Authority: Aryabhatta Research Institute of Observational Sciences (ARIES), Manora Peak, Nainital – 263001

Name of Work: P/F PVC wall paneling work in office Building Room and portico work in front of auditorium at Manora Prak, Nainital.

Contract No: 05942-735, 05942-270723, 05942-270725, 05942-270729,

Name of the Bidder/ Bidding Firm / Company		PRICE SCHEDULE							
(The BQ/ Bill of Materials must not be a contract copy by the bidder and the same should be approved after filling the relevant columns, else the bidder is liable to be rejected for this reason. Bidder's are allowed to make the Bill of Materials and Materials only.)									
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	BASIC RATE in Rupees To be entered by the Bidder in Rs. /-	GST	TOTAL AMOUNT Without Taxes in Rs. /-	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words	
1	2	4	5	13	15	53	54	55	
1	LPIF PVC wall paneling work in Office Buildings Room and portico work in front of Auditorium at Manora Peak ARIES, Nainital								
1.01	Providing and fixing in wall lining medium density fiber board IS: 14567 1998 marked, Pre-laminated one side decorative lamination and other side balancing lamination, with necessary fixing arrangement and screws etc. complete 12 mm thick	2400.00	sqm			0.00	0.00	INR Zero Only	
1.02	Design supply & installation of suspended Spider Glazing system designed to withstand the wind pressure as per IS 875 (Part-III). The Suspended System held with Spider Fittings of SS 316 Grade Steel of approved manufacturer with glass panel having 12 mm thick clear toughened glass held together with SS 316 Grade Stainless steel Spider & bolt assembly with laminated glass fins 25 mm thick. The Glass fins and glass panel assembly shall be connected to Slab/ beams by means of SS 316 Grade stainless steel brackets & Anchor bolts and at the bottom using SS channel of 30x25x2mm using fastener & anchor bolts, non staining weather sealants of approved make, Teflon/ nylon bushes and separators to prevent bi-metallic contacts, all complete to perform as per specification and approved drawings. The complete system to be designed to accommodate thermal expansion & seismic movements etc. The joints between glass panels to be 8 mm and gaps at the perimeter & in U channel of the assembly to be filled with non-staining weather sealant so as to make the entire system fully water proof & dust proof. The rate shall include all design, Engineering and shop drawing including approval from structural designer, labour, T&P, scaffolding, other incidental charges including wastage enabling temporary services all fitting fixers nut bolts, washer, Buffer plates, fastener, anchors, SS channel laminated glass etc. all complete. For the purpose of payment, actual elevation area of Glazing including thickness of joints and the portion of Glass panel inside the SS channel shall be measured.	113.00	sqm			0.00	0.00	INR Zero Only	
Total in Figures						0.00	0.00	INR Zero Only	
Quoted Rate in Words		INR Zero Only							