

**ARYABHATTA RESEARCH INSTITUTE OF OBSERVATIONAL SCIENCES,
MANORA PEAK, NAINITAL - 263001**

Tender No: AO/3-6/18-19/423 Date: - 16/07/2018

**TENDER DOCUMENT FOR ANNUAL RATE CONTRACT FOR THE CIVIL
MAINTENANCE AND REPAIR WORKS**

Estimated Cost : Rs. 40.00 lakhs.

Earnest Money : Rs. 80,000/-




Registrar
ARIES, Manora Peak
Nainital.

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**Aryabhatta Research Institute of Observational Sciences,
Manora Peak, Nainital - 263001**

TENDER: SERVICES FOR THE CIVIL MAINTENANCE AND REPAIR WORKS.

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 works Maintenances and Repair works on Delhi Schedule of Rates (DSR) 2016 for ARIES campus at Manora Peak and Devasthal on daily basis for the period of one year extendable with same rates terms and conditions subject to the satisfactory performance of the contract.

Schedule of Tender

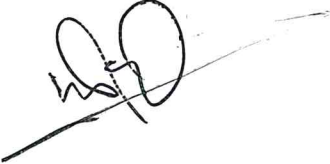
Sr No.	Schedule	Particulars
1	Last date of submission of online tender	6 th August, 2018
2	Date of Opening of Online tender	7 th August, 2018
3	Earnest Money Deposit	Rs. 80,000/-

Note:-

1. The details of tender terms & conditions are mentioned in tender document.
2. The tender can be downloaded from the website www.aries.res.in or www.cppp.gov.in (**The bid document consisting of specifications the schedule of quantities for the works of civil repair & maintenance and the set of terms and conditions of the contract to be complied with and other necessary documents**).
3. The Director, ARIES, Nainital reserves the right to reject any or all tenders without assigning any reasons whatsoever.
4. For detailed notice & Eligibility Criteria the website www.aries.res.in may be seen. Delhi Schedule of Rates (DSR) – 2016 available on CPWD web site.
5. 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.

Enclosed: General Terms & Conditions, Annexure I to VI

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Nainital**

**Aryabhata Research Institute of Observational Sciences,
Manora Peak, Nainital - 263001**

Tender No. AO/3-6/18-19/423 Date 16-07-2018

NOTICE INVITING TENDER

Online tenders are invited by the Director, ARIES, Nainital **For Providing Services for the civil maintenance and repair works at ARIES, Nainital** on Delhi Schedule of Rates (DSR) – 2016

General Terms & Conditions :

- 1 Taxes, Terms and conditions **For Providing Services for the maintenance and repair works** are invariably indicated. The rate inclusive of all taxes may be quoted in the financial bid online.
- 2 Mixed quotations will not be considered for acceptance.
- 3 TENDER SHOULD BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:-

PART-I:- TECHNICAL BID should be submitted online with E.M.D/BID SECURITY.

PART-II:- FINANCIAL BID should be submitted online

- a. Reference No. of the Tender AO/3-6/18-19/423 Date 16-07-2018
- b. Tender regarding ARC for the civil maintenance and repair works.
- c. Due date for submission of the tender : 06th August 2018 up to 5:00 PM.
- d. Due date for opening of the tender 07th August 2018 up to 3:00 PM.
- e. Name of the firm /contractor _____

Please note that rates should not be indicated in the Technical bid. The Technical bid documents including E.M.D./bid security as required in the tender document should invariably be accompanied with the Technical bid.




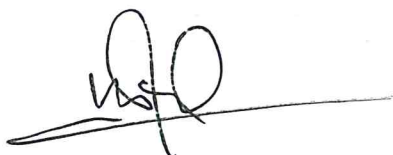

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NOTE:-1 TENDERS SUBMITTED ONLINE WITHOUT FOLLOWING TWO BID SYSTEM PROCEDUREAS MENTIONED ABOVE WILL BE SUMMARILY REJECTED.

1. Tender without Earnest Money will not be considered.

- 2 The tenderers should give rates, including all taxes. Tender not confirming to this requirement shall be rejected and no correspondence will be entertained whatsoever.
- 3 THIS TENDER DOCUMENT IS NON-TRANSFERABLE.
- 4 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.
- 5 The tenderers shall clarify/state whether he/they has sufficient long Experienced, The offers of contractors/ firms who are not doing this type of jobs or direct authorized agent will be summarily rejected.
- 6 Copies of successful completion certificates of two works costing Rs 15 lacs each for the last 3 years form 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.
- 7 EACH TENDER SHOULD BE ACCOMPANIED WITH AN EMD/BID SECURITY AMOUNTINGTO
Rs. Eighty thousand only (Rs. 80000/-) BY WAY OF Banker’s Cheque/ Demand Draft /Pay Order/FDR of any scheduled Bank DRAWN IN FAVOUR OF “Director, ARIES, Nainital”, FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE. AND WILL BE OUTRIGHTLY REJECTED. CASH/CHEQUE ISNOT ACCEPTABLE AT ALL. THE EMD/BID SECURITY DEPOSITED AGAINST OTHERTENDERS CAN NOT BE ADJUSTED OR CONSIDERED FOR THIS TENDER. NO INTEREST IS PAYABLE ON EMD/BID SECURITY.
- 8 In case of non-supply of items for repairs 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.
- 9 **Rates quoted should be valid for 12 months including rainy season from the date of opening of tender. It will be under discretion of the tenderer to increase duration of validity of rates after this period after receiving request from ARIES, Nainital. The Rates quoted will remain the same for the extended period.**

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10 THE TENDERERS ARE REQUIRED TO DEPOSIT WITH THE TENDER COPIES OF VALID CERTIFICATES OF THE RELEVANT FIELD EXPERIENCE OF PROVIDING THIS TYPE OF SERVICES TO GOI/STATE GOVT. CENTRAL GOVT OFFICES MINISTRIES / PSUs/CORPORATE SECTOR ETC NEED TO APPLY AND FIRM MUST HAVE ATLEAST 3 YEARS OF EXPERIENCE OF EXECUTING THIS TYPE OF WORKS.

NOTE 2. The intending tenderer shall have to furnish attested copies of the following documents. :-

- 1 **Proof of executing two civil works worth of the value 15 lakhs each.**
- 2 **Copies of valid certificates of Income Tax clearance, Service Tax, 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.**
- 6 **Preference will be given to those contractors/firms/agencies/whose offices are situated in Nainital District.**
- 7 The Director, ARIES, Nainital shall be the final authority to reject full or any part of the payment which is not conforming 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 decided by the Competent Authority, material conforming to IS specifications/mentioned in tender document.
- 12 Genuine material should be used for repair works. The material for the work should be of Indian/International standards mentioned in specifications.
- 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 and the firm has not been blacklisted in the past by any Govt. or Private Organization.
- 14 Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil

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(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. A bidders 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 bidders 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 bidders 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 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 without the assignment of any reason. 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 bidders shall be summarily rejected.
- 16 The execution of the work accordance in all respects with the specifications, designs, drawings and instructions of Competent Authority, be completed in the stipulated time as given in tender document.
- 17 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- 18 **The Tenderer shall furnish the following certificate to the ARIES, Nainital along with each bill for payment for the work done made against in Rate Contract Tender. “I/We certify that the material put on the site is identical to the previous material as put there for construction the bill be made including all costs of material and labour applied to the work under the contract against Tender up to date of bill/the date of completion of work against the currency of the tender/rate contract at the rate quoted in the tender.**
- 19 The contractor/firm shall have minimum 3 years’ experience of such types of works turnover of Rs.40 lacs. During last 3 years ending on 31.03.2018. Three years annual accounts duly certified by Chartered Accountant have to be submitted in support of this.
- 20 **PAYMENT TERMS:** - 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 SUPPLY, 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




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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 Account Payee Cheque/online payment.

The Security Deposit 5% of the amount of work done and same will be deducted from the each running bill amount. 95% PAYMENT WILL BE RELEASED in 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 account payee cheque or online payment.

22 At the time of opening of the Bidding parties or their authorized representatives can also be present. Only one representative on behalf of one tenderer shall be allowed to be present on the occasion


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

- I. **The firm/contractor will have to complete the entire quantity of work at ARIES Campus at Manora Peak and Devasthal directed by the Competent Authority or his authorized representative.** Loading/unloading of goods, transportation, delivery material shall be the 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 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.
- II. **Door Delivery:** The offer of the contractor should also include the cost of transportation of materials from their show room/ Go-down to aforementioned place and placement at the location indicated by the Competent Authority.
- III. **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 involving 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. Contractor cannot deny any sort or kind of work i.e. repairs in lat./bath changing w/c, urinal pots etc.
- IV. The work done should as per the specifications as approved by the competent authority no defects should appear and the repair work should be done with quality workmanship to appear as good as in shape.
- V. The performance guarantee deposit will be forfeited in case of violation of the terms and condition of the contract.

24 The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.

25 **The bidders 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.**

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- 26 The competent authority on behalf of Director, ARIES, Nainital reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
- 27 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 gazetted officer in the ARIES or in the Ministry of Science & Technology.
- 28 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.
- 29 The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of financial bid in case bids are invited on 2/3 bid system (strike out as the case may be) if any bidders withdraws his bid before the said period or before issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
- 30 Subletting of tendered work is not permitted to any other tenderer.
- 31 In the event of any legal dispute under this agreement, the jurisdiction will be at Nainital.
31. **PERIOD OF CONTRACT:** One year from the date of conclusion of Rate Contract period may be extended for further one year depending upon requirements with mutual consent at the same rates.

32. The contractor need to fill the information here

No.	Name of Works	EMD (Rs.)	Contract period	Purchase date of tender	Date of Submission & Opening of bid.

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PROFORMA OF SCHEDULES (As per CPWD)

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer inviting tender : Registrar
ARIES, Nainital

Definitions

2(v) Competent Authority : Director/Registrar

2(viii) Accepting Authority : Director, ARIES, Nainital

2(x) Percentage on cost of materials and
Labour to cover all overheads and profits :

2(xi) Standard Schedule of Rates : DSR 2016 & up to date.

9(ii) Standard CPWD Contract Form : GCC 2010, CPWD Form 7/8.
Incorporating Amendments upto date.

Clause 1

- (i) Time allowed for submission of Security cum
Performance Guarantee from the date of issue
of letter of acceptance : -- Within 5 days para 8 (iv) page 8
- (ii) 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%



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PARTICULAR SPECIFICATION
&
SPECIAL CONDITIONS

1. GENERAL

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.

8. If required / felt by ARIES, a tender evaluation committee / purchase committee shall examine the tender rates, analyse and compare the rates quoted by bidders and shall decide the tender.


9. The Tendered rate be quoted in MKS units only.

10. 10 CA, 10 CC and other escalations clauses during the contract period are not applicable.

11. Contractor shall confirm the presence of carpenter, plumber & mason Ist class etc. every day at site.

12. 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.

13. No extra lead & lift shall be paid.



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FORM OF EARNEST MONEY/ 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 thisday of 20.....

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the 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.



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

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)

*Date to be worked out on the basis of validity period of 12 month from last date of receipt of tender.




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UNDERTAKING

I S/o

R/odo hereby solemnly affirm as under:-

1. That I am a Contractor / Partner / Proprietor / Authorized representative of M/s
.....
.....
2. That the Contractor / firm has not been black listed in the past by any government / private / organization.
3. That the Contractor / firm has no vigilance case/CBI/FEMA case pending against him.
4. 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)



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Annexure -V

TENDER NO. : AO/3-6/18-19/423 Date - 16-07-2018

For Providing Services for the maintenance and repairs CIVIL works on Delhi

Schedule of Rates (DSR) – 2016 at ARIES, Nainital

1. I/We hereby submit our tender for the afore said mentioned works.
2. I/We now enclosing herewith the Bank Guarantee/D.D. No..... dated.....For Rs. 80000 /_(Rupees eighty thousand) drawn in favour of the “Director, ARIES, Nainital” towards EMD/(TENDERS NOT ACCOMPANIED WITH EMD ALONGWITH THE TECHNICAL- BID SHALL BE SUMMARILY REJECTED).
3. 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.
4. I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialed.
5. Tenders are duly signed (No thumb impression should be affixed).
6. 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, failing which our/my Earnest money deposited may be forfeited and our/my name may be removed from the list of contractors at the ARIES, Nainital.
7. 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 envelop system (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 FAILING 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 _____




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B : Detail Special Conditions of the tender For Providing Services for the maintenance and repairs of CIVIL works:-

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.

4. 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 :


- (a) Death of or injury to any person, or
- (b) 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.

5. 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.

Evidence and Terms of Insurance

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



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6. Eligibility criteria:

The applicant should meet the following minimum criteria for prequalification:

1. The Experience should be in the name of bidding company and not in the name of subsidiary/ associate/ group company etc.

2. Experience of having successfully completed work of repairs & maintenance during last three years ending last day of month previous to one in which applications are invited. must have minimum 3 years experience of similar type of works. The contractor should enclose the proof of the following

(i) Similar completed works of value 3 lakhs.

Further, the agency should have in the past 3 years satisfactory completed, at least one order of similar nature of value **not less than 40%** of the estimated cost of work in Central Government/ State Government/Public Sector Undertakings/Government Autonomous bodies.

3. The tenderer should have substantially in house manpower to cover requirements of this type of works.

4. The successful tenderer would be required to establish its office within the site of the work in the space provided by the ARIES.

8. Award of work:

i. **The selection of the agency will be at the sole discretion of the Director, ARIES, Nainital who reserves the right to accept or reject any or all the tenders without assigning any reason.**


ii. The contract for the Repair and Maintenance shall be awarded to the qualified responsive tenderer who has quoted lowest.

iii. The bid for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of bids/Ninety days from the date of opening of financial bid in case bids are invited on 2/3 bid system (strike out as the case may be) if any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. **Further the bidders shall not be allowed to participate in the rebidding process of the work.**

iii This notice inviting Bid shall form a part of the contract document. The successful bidders/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:-

a) 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




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9. 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.	Remark

EXPERIENCE OF COMPANY

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


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

The information may be given in separate sheet.

(Experience of relevant and similar work of Maintenance & repair CIVIL works, pipe laying/annual Repair and Maintenance/job work completed during last three years commencing 2015-16, 2016-17 & 2017-18 and ongoing works). Use separate sheet for each work.

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




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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.

2. 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 free solely for the purpose of this contract. The works are of repairs & maintenance therefore drawing will remain with the Engineer.

3. 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.

4. 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.

5. Time for Completion

The Repair and Maintenance work shall be for a period of one year or as mentioned in the letter of commencement and shall start from the date issue of letter commencement and shall stand terminated after the expiry of one year.

6. 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.

7. 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.

8. 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.
- (a) 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.
 - (b) Details of defects/complaints attended and rectified within time.
 - (c) Details of complaints attended late.
 - (d) Attendance details of the manpower deployed during the work.

9. Deduction of Income Tax

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

10. Performance Guarantee

The performance Guarantee can be encased 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.

11. 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.

12. Default of Contractor



1. 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.
2. 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. All Repair and Maintenance & job works related complaints 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 :-

- a) That the normal functioning of ARIES activity is not effected as far as possible.
- b) That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
- c) 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.



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- d) 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.
- e) 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.
- f) When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
- g) 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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1. Contractor certificate that the complaint has been successfully attended.

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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17. The contractor is responsible for cleaning the area where the job is completed.

18. 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.

19. In repair work the contractor should purchase only that particular part to change instead of changing the whole equipment/item.

20. 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.




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21. 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.
22. There should not occur any theft during the course of repair works/ any work.
23. 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.

A handwritten signature in black ink, consisting of stylized, overlapping loops and a horizontal line at the bottom.A handwritten signature in blue ink, consisting of a cursive 'S' followed by a horizontal line.

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

Enclosure III

AGGEMENT

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

I acting through Registrar, Aryabhata Research Insitute 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

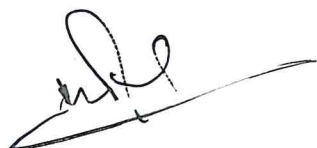
M/s/contractor.....having its registered office at.....(herein after called the 'Agency' which expression unless repugnant the context shall mean and include its successors-in-interest assigns etc.) of the Second part.

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.

1. 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.
2. 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.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. In case of non-compliance with contract, the 'Client' reserves its right to:
 - a. Cancel / revoke the contract; and / or
 - b. Impose penalty up to 10% of the total value of the contract.
5. 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.




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6. 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.
7. 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.
8. The Agency also agrees to comply with annexed Terms and Conditions and Amendments thereto from time to time.
9. Decision of Client in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
10. 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.
11. 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 fromday 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

For and on behalf of the ARIES, Nainital

Signature of the authorized Official

Signature of the authorized Official

Name of the official

Name of the Official

Stamp /Seal of the

Stamp/ seal of the Client

Signed Sealed and DELIVERED

Signed Sealed and DELIVERED

By the said.....

by the said.....

Name,,,

Name.....

On Behalf of the Agency

on behalf of the ARIES, Nainital

In the presence of

in the presence of

Witness

Witness

Name

Name.....

Address.....

Address.....

.....

.....



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 Nainital

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.




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FINANCIAL BID

Percentage rate contract on Delhi Schedule of Rates (DSR) – 2016 item for the Civil Repair and Maintenance 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.”

The contractor shall give the rate above (+) or below (-) on the Delhi Schedule of Rates (DSR) – 2016 as a **SINGLE PERCENTAGE RATE** only for all the items. Single quoted percentage rate by bidder shall be applicable on each item of DSR -2016 listed in financial bid.

List of ITEMS as per DSR-2016		Based on Delhi Schedule of Rates (DSR) – 2016 as a <i>SINGLE PERCENTAGE RATE</i> only Above (+) or below (-) be Quoted for all items.	
Item No.	Description of Works	For Manora Peak, Nainital	For Devasthal
1.	Carriage of material		
2.	Earth work		
3.	Concrete work		
4.	Reinforced Comment Concrete		
5.	Brick work		
6.	Stone work		
7.	Marble work		
8.	Woodwork		
9.	Steel work		
10.	Flooring		
11.	Roofing		
12.	Finishing		
13.	Repairs to buildings		
14.	Dismantling & demolishing		
15.	Miscellaneous Building works		
16.	Roadwork		



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17.	Sanitary Installations		
18.	Water supply		
19.	Plumbing work		
20.	Drainage		
21.	Miscellaneous		
22.	Aluminum work		
23.	Water proofing		




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