#### ARMY INSTITUTE OF EDUCATION, GREATER NOIDA

#### **NOTICE INVITING TENDER**

(No. AIE/Constr/2020/1 dated 26.08.2020)

(CA NO: AIE/GRN/1 OF 2020-21)

The Registrar & Head of Administration, on behalf of Principal Army Institute of Education, invites item rate tenders in from the Registered Contractors in appropriate class in Govt of India for the following work:

SI.	Name of work	Estimated cost	Earnest	Period
No.			money	
		(In Rs.)	(In Rs.)	
1.	Civil Works as per Schedule A	Rs. 2.20 Lakhs as per approx. market estimate	Rs 5000/-	Two (02) Months

Last time and date of submission of bids is on **05 Sep 2020 up to 1500 hours** (3.00 PM).

The bid document consisting of plans, specifications the schedule of quantities of Works to be executed and Set of Terms and Conditions of the Contract to be complied with and other necessary documents can be seen and downloaded from website <a href="www.aie.ac.in">www.aie.ac.in</a>. The contractor shall enclose a Demand Draft of Rs 500/- from any Scheduled bank in favour of Principal Army Institute of Education Greater Noida or Deposit Rs 500/- in Cash along with the application for issue of tender. If any corrigendum is issued regarding this tender notice, the same shall be available on above website.

Registrar & Head of Administration Army Institute of Education Greater Noida

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Tel: 0120 – 2343741/2 Mob: 91-7428523524

Principal
Army Institute of Education
Plot No M-1, Pocket P-5,
Greater Noida
Gautam Budh Nagar (U.P.)-201306

AIE/Constr/2020/1 2020

**Prospective Tender Bidders** 

# PROVISION OF FLYPROOF DOORS AND OTHER WORKS AT ARMY INSTITUTE OF EDUCATION GREATER NOIDA

Dear Sir(s),

- 1. A set of tender documents for the above mentioned work is placed herewith. Please note that the tenders will be received by the Principal, Army Institute of Education, Greater Noida up to 1500 h on 05 Sep 2020.
- 2. Tenders received by due date and time only will be opened in presence of the tenderers or their authorized representatives. The venue, date and time will be intimated to the tenderers whose bids are correct in all respects.
- 3. The salient points / instructions to the tenderers are highlighted as per annexure enclosed with this letter.

**Encls:** (As in para 1 above)

Yours faithfully,

(Signature of Contractor) (For Accepting Officer)
Date:
Date:

# INSTRUCTIONS FOR COMPLETION OF TENDER DOCUMENTS TO BE COMPLIED WITH BY THE TENDERER (S)

- **1.0 EARNEST MONEY:** (Refer Appendix 'A' to Notice Inviting Tender).
- 1.1 Contractor (s) who are not enlisted with Government agency shall submit Earnest Money deposit of 2% of the contract amount in the form of FD or DD.
- 1.2 Deposit shall be made in favour of Principal, Army Institute of Education, Greater Noida.

#### NOTE:

NON-SUBMISSION OF EARNEST MONEY WILL RENDER THE TENDER AS NON-BONAFIDE AND CONSEQUENTLY LIABLE TO BE IGNORED

1.3 The Principal Army Institute of Education, Greater Noida will return the deposit to all unsuccessful tenderers duly endorsing its release after receiving intimation that bona fide tenders have been received from respective tenderers.

#### 2.0 PRICING OF TENDER

The tenderer shall calculate his own Unit rates / Lump sum amount

2.1 Your particular attention is invited to the fact that you are required to fill in specifically in the documents enclosed and not to submit quotation in other form. However, if any additional information in your opinion is required to be furnished, you may do so in your forwarding letter along with financial effect for the same wherever required, failing which no cognizance will be given to these information

#### 3.0 INCOME TAX DEDUCTION AT SOURCE

Please note that under Section 194-C of the Income Tax Act 1961, the tax at 2% or at other percent where exemption is granted will be deducted at source from the gross amounts of the payments claimed by you for the value of work done and materials lying at site under this contract.

#### 4.0 **SECURITY**

- 4.1 On acceptance of tender, the earnest money shall be retained as detailed below:-
  - 4.1.1. Security / Additional Security Deposit for individual works.
  - 4.1.2 Retention Money for payment of Running Account Receipts.

### <u>INSTRUCTIONS FOR COMPLETION OF TENDER DOCUMENTS TO BE COMPLIED</u> <u>WITH BY THE TENDERER (S) (CONTD.)</u>

#### 5.0 PERIOD OF COMPLETION

The period of completion for the entire work is as shown in Schedule 'A'.

#### 6.0 ERRATA / AMENDMENTS TO TENDER DOCUMENTS

The department may issue amendments / errata to the tender documents before due date of submission of tender. The contractor is required to read the tender documents in conjunction with the amendments (if any) issued by the department. The tenderer is not supposed to incorporate the amendments / errata in the body of the tender either in ink or pencil. In case the amendments / errata issued are incorporated by the tenderer wrongly in the body of the tender, they shall not be considered and the amendments / errata to tender documents issued by the department shall only hold good.

#### 7.0 EXECUTIVE AGENCY

7.1 The executive agency for the above work is Principal, Army Institute of Education, Greater Noida.

#### 8.0 FORWARDING OF TENDER

- 8.1 The tender documents should be sent in an envelope duly sealed by Registered Post to Army Institute of Education, Plot M 1, Pocket P 5, Sector Chi 2, Greater Noida, U.P. 201306 or dropped in Tender Box kept at the Main Security Gate of Army Institute of Education, Greater Noida with a confirmation email to <a href="mailto:registraraie18@gmail.com">registraraie18@gmail.com</a> and SMS to Mob No. 7428523524 before the due date and time. A label showing the name of work for which the tender is being received and the due date and time of receipt (with Official Communication address of the Tenderer to include email address and Tele/Mob number) addressed to the Principal, Army Institute of Education Greater Noida shall be pasted / typed / written on the envelope.
- 8.2 The tender shall be signed, dated and witnessed in all places provided for in the documents. All corrections shall be initialed. Every page of the tender shall be initialed by the contractor. No correction shall be made in the rates or amount quoted by the tenderer using correcting fluid.
- 8.3 In case a 'BLANK TENDER' is submitted it should be indicated by the endorsement 'BLANK' made prominently on the envelope and signed by the tenderer. The procedure shall also be complied with given in Para 9.1 above.

  Contd. /-

# INSTRUCTIONS FOR COMPLETION OF TENDER DOCUMENTS TO BE COMPLIED WITH BY THE TENDERER (S) (CONTD.)

- 8.4 The contractor shall employ only Indian Nationals after verifying their antecedents and loyalty.
- 8.5 Any tender which proposes any alteration to any of the condition laid down or which proposes any other condition of any description whatsoever is liable to be rejected.
- 8.6 The submission of tender by a tenderer implies that he has read this notice and the conditions of contract and has made himself aware to the scope and specifications of the work to be done and of the conditions and rates at which stores etc. will be issued to him as applicable and local conditions and site conditions and other factors having bearing or affecting the execution of the works.

#### 9. SUBMISSION OF TENDERS

- 9.1 Tender shall be submitted/deposited as per Para 8.1 above (on or before due date and time specified).
- 9.2 In view of postal and other delays, it is suggested that the tender be sent by a special messenger if necessary or posted sufficiently in advance of the date and time fixed for receipt of tenders. Tenders received late will not be considered for acceptance.
- 9.3 No notice shall be taken on telegraphic / fax / e-mail quotations. Telegraphic / fax /e-mail offers will not be considered even if they are received in time.
- 9.4 Tenders will be opened in the presence of tenderers who have submitted priced tender on the due date and time fixed for receipt of tender. Tenderers who submit their priced tenders and are desirous of being present at the time of opening of the tenders may do so at the appointed time.
- 9.5 Tenderers special attention is invited to the fact that all taxes and duties including GST on works contract as applicable as per Central / State Government and / or Competent authority latest orders on the subject matter shall be included in the rates quoted by the tenderer. No claim shall be admissible on this account and any stipulation regarding this will render the tender as Non bona fide.

## INSTRUCTIONS FOR COMPLETION OF TENDER DOCUMENTS TO BE COMPLIED WITH BY THE TENDERER (S) (CONTD.)

- 10. These instructions shall form part of the contract documents and shall be signed and returned along with the tender documents.
- 11. The tenderer shall quote his rates on the schedule 'A'.
- 12. In case the tenderer has to revise / modify the rates quoted in the Schedule 'A' and /or General Summary he may do so only in the Schedule 'A' / General Summary. However he shall highlight the revision / modification made in Schedule 'A' and / or General summary through a forwarding letter.
- 13. In the event of lowest tenderer revoking his offer or revising his rates upward (which will be treated as a revocation of offer) after opening of tenders, the earnest money deposited by him shall be forfeited. In case of government contractors, the amount equal to the earnest money stipulated in the notice of tender, shall be notified to the tenderer for depositing the amount, failing which such tenderer and his related firm shall not be issued tender thereafter.

(Signature of Contractor)	(For Accepting Officer)
Date:	Date:

#### NOTICE INVITING TENDER

- 1 A tender is invited for (see Appendix 'A')
- The work is estimated to cost (see Appendix 'A')
  The estimate, however, is not a guarantee and is merely given as rough guide and if the work cost more or less, tenderer will have no claim on that account, The tender shall be based on (see Appendix 'A')
- The work is to be completed within (see Appendix 'A') in accordance with the phasing if any, indicated in the tender from the date of handing over the site which will be on or after (see Appendix 'A')
- Normally contractors whose names are on the Government approved list for the area in which the work lies, and within whose financial category the estimated amount would fall, may tender. In case, where the tender amount is in excess of the financial limit of the contractor, the Accepting Officer reserves the right to accept the tender, in which event the tenderer would be required to lodge Additional Security Deposit as notified by the Accepting Officer in terms of conditions of contract. Not more than one tender shall be submitted by one contractor or one firm of contractors.
- 5 The Principal AIE Greater Noida will be the Accepting Officer herein after referred to as such, for the purpose of this contract.
- Applications for the tender form must be submitted to the Principal, Army Institute of Education, Greater Noida along with cost of tender (see Appendix 'A') so as to reach this office on or before (see Appendix 'A'). Invitation of applications for issue of tender does not constitute any guarantee for issue of tender to the applicant, even to the enlisted contractors of appropriate class. Issue of tender shall be decided by the Accepting Officer. The Accepting Officer shall consider application received up to the date of receipt of application / extended date of receipt of application for issue of tender. The applicant / contractor will be informed regarding non-issue of tender. The applicant / contractor, if he so desires may appeal to the next higher authority, Chairman Army Institute of Education New Delhi, with copy to the Accepting Officer. No appeal / representation shall be entertained in respect of applications for issue of tenders as received after the due date of receipt of applications/extended date of receipt of applications. The decision of the next higher authority shall be final. No applicant/contractor shall be entitled for any compensation whatsoever for rejection of his application.

- 7 Tender form and condition of contract and other necessary documents shall be issued (see Appendix 'A') to approved contractors.
- 8 In the case of contractor who has not executed the standing security bond, the tender shall be accompanied by earnest money amounting to (see Appendix 'A').
- 9 The Accepting Officer / Executing Officer will return the earnest money wherever applicable to unsuccessful tenderer.
- The tenderers are advised to visit the site by making prior appointment with the Executing Agency of the work (see Appendix 'A). A tenderer shall be deemed to have full knowledge of all relevant documents, samples, site etc. whether he has inspected them or not.
- 11 Tenders will be received by the Principal, AIE, Greater Noida up to date and time as specified. (see Appendix 'A').
- Any tender which proposes any alteration to any of the conditions laid down or which proposes any other condition of any prescription what so ever is liable to be rejected.
- The submission of a tender by a tenderer implies that he has read this notice and conditions of contract and had made himself aware the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be available to him and local conditions and other factors having bearing on the execution of the work.
- 14 Tenderer must be very careful to deliver a bona fide tender. A bona fide tender must satisfy each and every condition laid down in this notice.
- 15 The Accepting Officer does not bind himself to accept the lowest or any tender or to give any reason for not doing so.
- The Accepting Officer reserves his right to accept a tender submitted without the earnest money in case of Govt. enlisted contractors. The contractor in such case can deposit the security amount on acceptance of tender or the amount shall be deducted from the first payment against work done.
- 17 This Notice Inviting Tender shall form part of the contract.

(Signature of Contractor)	(For Accepting Officer)
Date:	Date:

#### APPENDIX 'A' TO NOTICE INVITING TENDER

1 Name of Work : PROVISION OF FLYPROOF DOORS AND OTHER

WORKS AT AIE GREATER NOIDA

2 (i) Estimated Cost : Rs. 2.20 Lakhs as per approx. market estimate

(ii) The tender shall be based on : Lump sum with Schedule 'A' (List of items of

of works) & Specifications.

(iii) Period of Completion : 02 (Two) Months

(iv) Approx. date of commencement: 10 days after date of acceptance.

3 Last date of receipt of application : 05 Sep 2020

Cost of tender: The bid document consisting of plans, specifications the schedule of quantities of Works to be executed and Set of Terms and Conditions of the Contract to be complied with and other necessary documents can be seen and downloaded from website www.aie.ac.in. The contractor shall enclose a Demand Draft (DD) of Rs 500/- from any Scheduled bank in favour of Principal Army Institute of Education Greater Noida or Deposit Rs 500/- in Cash along with the application for issue of tender. The DD/Cash shall be non-refundable if the application for issue of tender forms is accepted and tenders will be issued after scrutiny/ selection. The contractor shall bear the cost of bank charges for procuring and encashing the bank draft and shall not have any claim what so ever on this account on Govt. The applicant/Contractor shall not become automatically entitled for issue of tender by virtue of enclosing the demand draft and accepting officer reserves the right to reject any application. Applications received without DD will not be considered for issue of tender and are liable for rejection. The DD/Cash will be returned in case the applicant is not considered for issue of tender.

5 (i) Date of issue of tender : On or after 26 Aug 2020

(ii) Earnest Money in favour of : Rs 5000/- (Bank Draft payable at Greater Noida) Principal Army Institute of Education, Greater Noida with Application for Bid/Tender

(iii) Office where documents : Principal, Army Institute of Education

and samples and stores will Greater Noida

be available for inspection

6 Visit of site by appointment : Principal, AIE

7 Time and date of receipt of tender : 05 Sep 2020 1500 Hrs.

**Notes**: 1. Invitation for application for issue of tender does not constitute any guarantee for issue of tender to the applicant, even to enlisted contractors of appropriate class. Issue of tender will be decided by the Accepting Officer.

- 2. The accepting Officer shall consider applications received up to the last date of receipt of application / extended date of receipt of applications for issue of tender. The applicant contractor will be informed regarding non-issue of tender without assigning reasons.
- 3. The applicant/contractor if so desires, may appeal to the next higher Authority **CHAIRMAN**, **Army Institute of Education**, **Delhi Cantt**, with copy to the Accepting Officer. No appeal / representation shall be entertained in respect of applications for issue of tender received after the due date of receipt of applications. The decision of the next higher shall be final and binding. No applicant/contractor shall be entitled for any compensation what so ever for rejection of his application.

Principal
AIE, Greater Noida
Date:

(Signature of Contractor)
Date:

Tel: 0120 – 2343741/2 Mob: 91-7428523524

PRINCIPAL
ARMY INSTITUTE OF EDUCATION
PLOT NO M-1, POCKET P-5,
GREATER NOIDA
GAUTAMBUDH NAGAR (U.P.)-201306

AIE/Constr/2020/1 2020

# PROVISION OF FLYPROOF DOORS AND OTHER WORKS AT ARMY INSTITUTE OF EDUCATION GREATER NOIDA

1. M/s	of	is/are hereby authorized
		the OFFICE OF THE PRINCIPAL,
		<b>DA up to 1500 hours</b> on <b>05 Sep 2020</b>
		F CA No. AIE/GRN/1 OF 2020-21
NAME OF WORK: <b>PRO</b>	VISION OF FLYPROOF DO	OORS AND OTHER WORKS AT
ARMY INSTITUTE OF	EDUCATION GREATER NOI	IDA.
2. All documents must be r	eturned whether or not a tender h	as been submitted.
3. Any correspondence consheet, quoting the reference	_	dressed as indicated at the top of this
"THE ACCEPTING O LOWEST OR ANY TEN		OWNSELF TO ACCEPT THE
	(Signatu	are of Officer issuing the Documents)

Date:

#### **SCHEDULE "A" NOTES**

## PROVISION OF FLYPROOF DOORS AND OTHER WORKS AT ARMY INSTITUTE OF EDUCATION GREATER NOIDA

- 1. **SCOPE OF WORK.** This contract covers for all items of work described in schedule 'A' and all as specified in particular specifications for Provision of Fly proof doors and other works at the location mentioned.
- 2. The quantities shown in column 5 of schedule 'A' are approximate and are inserted for guidance only.
- 3. The tenderer shall quote unit Rates in column 5 of schedule 'A' in both in figures as well as in words and extend the amount in column 6.
- 4. Total amount in column 6 of schedule 'A' is not firm but will be treated as "Contract sum". In case of any discrepancy, the rates quoted in words shall take precedence over the rate quoted in figures.
- 5. Measurement of work done shall be as per items and units in the schedule 'A'.
- 6. The contractor shall inspect and examine site by prior appointment and satisfy himself as to its conditions etc. before submitting their tender. The tenderer shall ensure that he has
- visited the site before quoting tender and no claim on account of any misunderstanding or otherwise shall be entertained at a later date.
- 8. Description of items of works given in Schedule 'A' are in brief. These are deemed to be amplified and read in conjunction with special conditions, particular specifications, specifications for materials and workmanship and conditions forming part of this CA.
- 9. Period of completion: The entire work under the contract shall be completed within a period of 02 (Two) months from the date of handing over of site.
- 10. Unless specifically specified otherwise the unit rate of each items of work shall be deemed to be inclusive of materials and labour, supply and fix, erection, installation, testing & commissioning complete (as applicable).
- 11. Rate quoted by the tenderer shall be deemed to include all minor extras and details, which may not be specifically mentioned in Schedule 'A' and specified in particular specifications but are essential for execution of work/services in a workman like manner and sound construction. In case of difference in opinion, whether, minor extras and constructional details are essential; decision of the Accepting Officer in this regard shall be conclusive and binding.

CA	NO: AIE/GRN/1 of 2020-2021				SERIAL PAGE NO 12
S. No	SCHEDULE 'A'  Description of items of works	Unit	No of units required	Unit Rate (in Rupees)	Amount
1	2	3	4	5	6
1	M/L for Door in termite proof material of size 6.5' x 4.1' and Chaukhat of press steel/tube providing and fixing in seminar hall inclusive of fittings, fixtures and all accessories all as directed. (As per sample)	No	1.00		Rs
2	S/F of steel fabricated flyproof door of size 6.75' x 3.75' inclusive of painting, fitting, fixtures and all accesssories all as specified and directed.	No	10.00		Rs
3	S/F of steel fabricated flyproof door of size 6.75' x 2.5' inclusive of painting, fitting, fixtures and all accesssories all as specified and directed.	No	15.00	Rs	Rs
4	Extension of existing ramp by 2' in length 4' in width while maintaining the slope and providing and fixing matching tiles and colouring of exposed portion of PCC in ramp.	Job	1.00	Rs	Rs
5	Providing and fixing of SS railing of Jindal make or equivalent on existing ramp all as directed.	RM	4.50	Rs	Rs
	Total carried over to summary on serial page No 14				Rs
6	Providing and fixing of master pillars of SS for railings on existing ramp all as directed.	No	4.00	Rs	Rs
7	M/L for fixing of wash hand basin in girls hostel inclusive of all accessories all as directed.	No	2.00	Rs	Rs
8	M/L for fixing and repairing of glass rubber all around in Aluminum power coated windows including removing of old rubber, cleaning the grooves opening the window panels, removing the glass and refixing all with new rubber all as directed.	RM	385.00	Rs	Rs

CA	NO: AIE/GRN/1 of 2020-2021				 ERIAL AGE NO 3
S. No	SCHEDULE 'A'  Description of items of works	Unit	No of units required	Unit Rate (in Rupees)	Amount
9	S/F of exhaust fan for bathrooms of size 15" size having blade size of 12" with all accessories all as directed.  Make: Crompton, Havells or equivalent.	No	10.00	Rs	Rs
10	Total				

#### **TENDER**

Having examined and perused the documents 1. Should this tender be Accepted I/We/agree, (a) That the sum of Rs (Rupees only) forwarded as Earnest money shall either be retained as a part of Security Deposit or be refunded by the Institute on receipt of an appropriate amount of Security Deposit. (b) To execute all the works in the said document upon the terms and conditions contained or referred to there in or referred to thereupon and as detailed in the General Summary and to carry out such deviations as may be ordered up to a maximum of 10% (Ten percent). (c) I/We further agree to refer all disputes in the sole arbitration by mutual consent or by court in case of disagreement/dissent. Signature \_\_\_\_\_\_Name (in block/capital Letters) \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorised to sign the tender for and on behalf of (in block capital) Witness \_\_\_\_\_ Date \_\_\_\_\_ Address Address\_\_\_\_\_ Telegraphic \_\_\_\_\_ Address \_\_\_\_\_ Telephone No. \_\_\_\_\_

## **TENDER** (Contd.)

## **ACCEPTANCE**

			_ alteration	ns have	been ma	de ir		
these documents and as evider	nce that these alter	rations wer	e made bef	ore the e	xecution	of the		
contract agreement; they	have been	initialed	d by t	he Co	ontractor	anc		
		. The said	person is h	ereby au	thorised to	o sign		
and initial on my behalf the doc	ruments forming pa	art of this c	ontract.					
The above tender v	vas accepted	by 1	me for	the	item	rate		
Contract sum of Rs	(Rupees	Rupees						
Dated this		day of _						
(Signature of Contractor)			`	-	g Officer)			
Date:			Date:					

### **GENERAL CONDITIONS OF CONTRACT**

- 1. It is hereby agreed by me/us that the General Conditions of Contract there to form an integral part of the tender documents.
- 2. The tender submitted by me/us is subject to the aforesaid General Condition of contracts and which I/We have read and fully understood, before submission of the tender.
- 3. My/Our signature hereunder is in token of my/our having accepted the aforesaid General Condition of contracts and the clause relating to Arbitration forming an integral part of this tender.

(Signature of Contractor)	(For Accepting Officer)
Date:	Date:

## **SCHEDULE OF MINIMUM WAGES**

It is hereby agree that the "Schedule of Minimum Wages" as published by Government of India or Provincial Government's notification whichever is higher, issued up to date of submission of tender shall form part of these tender documents.

tender si	пан тогиі р	art of these	tender doc	um	ents.					
•	signature part of ten		amounts	to	my/our	having	signed	the	aforesaid	documents

(Signature of Contractor) Date:

(For Accepting Officer)

Date:

#### SPECIAL CONDITION

#### 1. GENERAL

1.1 The following conditions shall be read in conjunction with General Conditions of Contracts.

#### 2. CONDITIONS FOR WORKING IN UNRESTRICTED AREA

- (a) The work lies in UNRESTRICTED Area. However, the contractor, his agents, servants, work people and vehicles may pass after making proper entry on the entry gate in which case site in-charge/representative of institute shall at his discretion has the right to control their admission to the site of work or any part thereof.
- (b) The contractor and his workpeople shall observe all the rules promulgated from time to time by the authority controlling the area in which the work is to be carried out e.g prohibition of smoking, lighting and fire precautions, restricted hour of working etc. Any person found violating the security rules laid by the authority shall be immediately expelled from the area without assigning any reasons whatsoever and the contractor shall have no claim on this account. Nothing shall be admissible for any man hours lost on this account.

#### 3. INSPECTION OF SITE

3.1 The contractor is advised to inspect the site of works with prior appointment and ascertain for himself the site/ground conditions, access roads, approaches, availability of local materials, etc and all the necessary information which may affect works and prices under the contract. The contractor shall be deemed to have visited the site before submitting the tender irrespective of the fact whether or not he actually visits it.

#### 4. ADMISSION TO SITE

- 4.1 The persons who are directly employed by the contractor for the purpose of execution of work shall only be allowed to stay and work in this area. The contractor shall ensure that outsiders who are not directly connected with the work do not stay in this area.
- 4.2 The contractor shall be allotted free of charge the area for the purpose of execution of temporary workshops, stores etc.

### **SPECIAL CONDITION (CONTD...)**

- 4.3 The areas so occupied shall be vacated on completion of work and site of work shall be cleared.
- 4.4 The contractor shall ensure proper sanitation of the area to the satisfaction of the Site-in-Charge.

#### 5. WORKING HOURS

Normal working hours for the departmental staff are from 0800 hours to 1700 hours on all days except on Sundays and other Gazetted Holidays. However, the contractor may observe unrestricted hours of work for all the work to be executed in the contractor's workshop/site with prior permission only. No work at site other than the work to be executed in contractor's workshop shall be permitted to be executed out of the aforementioned normal working hours except with prior permission. If such permission is given no excess cost arising there from shall be accepted by the Department.

#### 6. MINIMUM WAGES PAYABLE TO LABOUR

- 6.1 The contractor shall not pay wages lower than minimum wages as fixed by the Govt. of India/ State Govt./Union Territory, whichever is higher.
- 6.2 The fair wage will be deemed to be the same as the minimum wages payable as referred above.
- 6.3 The contactor shall have no claim whatsoever if on account of any local regulations or otherwise he is required to pay wages in excess of the minimum wages.

(Note: the minimum wage payable to labourers as listed in the schedule of minimum wage shall be deemed to have been amended to conform with the latest applicable minimum wages notified by the Govt. of India under the Minimum Wages Act 1948 or the minimum wages as applicable (if any) fixed by the local State Govt. (whichever is higher), which may have come into force on or before the date of receipt of the tender.

#### **SPECIAL CONDITION (CONTD....)**

#### 7. EMPLOYMENT OF PERSONNEL

- 7.1 The contractor shall employ only Indian Nationals as his representative, servants and workmen and verify their antecedents and loyalty before employing them for work. He shall ensure that no person of doubtful antecedents and nationality is in any way associated with the works. If for reasons of technical collaboration or other consideration the employment of foreign national is unavoidable, the contractor shall furnish the particulars to this effect to the Accepting Officer.
- 7.2 The Principal shall have full have powers and without giving any reason, to require the contractor immediately to cease to employ in connection with this contract, any Agent or servant or employee whose continued employment is, in his opinion, undesirable. The contactor shall not be allowed any compensation on this account.

#### 8. PERIOD FOR KEEPING THE TENDER OPEN

8.1 The tender shall remain open for acceptance for a period of **10 days** from the date specified for submission, excluding the date of submission.

#### 9. OUT OF POCKET EXPENSES

9.1 No out of pocket expenses incurred by the tenderer in submitting his tender shall be reimbursed whether his tender is accepted or not

#### 10. CLEANING DOWN

10.1 The contractor shall clean all floors, remove cement lime/paint drops, clean joinery, glass panes etc., touch up all painters' work and carry out all other necessary items of work to make the premises clean and tidy before handing over the site.

#### 11. DAMAGE TO EXISTING WORKS

11.1 Any damage done to the existing structure, road etc. during the execution of works shall be made good by the contractor at his own cost and the work site left clean and tidy on completion.

#### **SPECIAL CONDITION (CONTD....)**

#### 12. SPECIAL CONDITION FOR CONCILIATION

### 12.1 Scope of conciliation

- 12.1.1 The scope of conciliation shall be restricted to the following type of disputes with financial limits as indicated therein:-
- a) Disputes relating to levy of compensation for delay in completion actual amount of compensation.
- (b) Disputes relating to technical examination of works.
- (c) Disputes relating to interpretation of the provisions of the contract with reference to their application to parties.
- (d) Any other dispute having fair chance of being resolved by conciliation and considered fit to be referred to conciliation by the parties.

### 12.2 Commencement of Conciliation Proceedings

- 12.2.1 The party initiating conciliation shall send to the other party a written invitation to conciliate, briefly identifying the subject of the dispute. Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate. If the other party rejects the invitation, there will be no conciliation proceedings. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends or within such other periods of time as specified in the invitation, he may elect to treat this as a rejection of the invitation to conciliate and if he so elects, he shall inform in writing the other party accordingly
- **12.3** Number of conciliator: There shall be a Sole conciliator.
- **12.4 Appointment of conciliator:** All disputes brought out above shall be referred to the sole Conciliator to be appointed mutually or by the institution.
- **12.5 Status of Effect of Settlement Agreement:** The settlement agreement signed by the parties result of conciliation proceedings shall have the same status and effect as it is an arbitral award on agreed terms.

## **SPECIAL CONDITION (CONTD...)**

# 13. RE-IMBURSEMENTREFUND ON VARIATION IN "TAXES DIRECTLY RLATED TO CONTRACT VALUE"

(a) The rates quoted by the contractor shall be deemed to be inclusive of all taxes including GST
on materials, on Works Contracts, Turnover Tax, Labour Welfare Cess/tax etc.), duties, Royalties,
Octroi & other levies payable under the respective Statutes. No reimbursement refund for variation
in rates of taxes, duties, Royalties, Octroi & other levies, and / or imposition / abolition of any new
/ existing taxes, duties, Royalties, Octroi & other levis shall be made.

(Signature of Contractor)	(For Accepting Officer)
Date:	Date:

#### PARTICULAR SPECIFICATION

#### 1. GENERAL

- 1.1 The work under this contract shall be carried out in accordance with Schedule 'A', Particular specifications and General specifications.
- 1.2 The term General specifications and special specifications shall be deemed to apply to the works under this contract.

#### 2. MATERIALS TO BE SUPPLIED BY CONTRACTOR

- 2.1 All material shall be in accordance with the IS/BS specifications or approved by site-incharge.
- 2.2 The contractor shall not procure bulk materials unless the sample of each article has been approved.

#### 3. EXCAVATION AND EARTH WORK

- (a) Excavation for pipes/cables shall be done all as specified in Schedule 'A'.
- (b) The minimum depth of excavation for pipes shall be 70 cm below the ground level.
- (c) The contractor shall excavate to levels in longitudinal sections. Excavation made deeper than required level shall be made good by the contractor at his own expense.
- (d) No payment shall be made for extra depth excavated and filled by the contractor.
- (e) The width at bottom of excavation in trenches for various bores of pipe shall be sufficient for a person to make proper joints.
- (e) When roads have to be crossed, half the width shall be dug at a time.

### 3.1 RETURNING, FILLING IN TRENCHES AND DISPOSAL OF SURPLUS SOIL

(a) After excavation is carried out to required depth, the bottom of trenches shall be evenly dressed and well rammed before pipes are laid down. Unless otherwise specified, all trenches shall be filled back with spoil obtained from excavation watered, rammed and consolidated and shall be laid in regular layer not exceeding 150mm thick.

#### PARTICULAR SPECIFICATION (Contd...)

- (b) The returning filling specified above shall be done up to height of 80mm above ground level. Settlement of earth in trenches which may take place during the execution of work or during the maintenance period shall be made up to date by the contractor at his own cost.
- c) Joints of pipes shall be kept open and no filling over the joints shall be done till pipe is tested. In case these are filled up or get filled up during the course of time, these shall again be opened before commencing the testing of the pipe line and afterward the trenches shall be properly filled.
- (d) Pipes shall not be laid directly over rock [where rock excavation is done] but 150 mm cushion of earth, well rammed shall be provided below the pipes.
- (e) All surplus spoil obtained from excavation shall be removed to a distance not exceeding 100 metres and spread and levelled at places as directed without any extra cost.

#### 5.2 FLANGED JOINTS

Jointing material used between flanges of pipes/fittings shall be of thickness 3.00 mm. Flanges shall be welded or screwed (at the option of contractor without any price adjustment) on the pipe/fittings as per requirement.

#### 5.3 DETECTION OF CRACKS OF PIPES/TUBES

The pipes/tubes and fittings shall be inspected for defects.

#### 5.7 TESTING OF PIPE LINES

5.7.1 Testing of Pipes and pipe lines:

All pipes and fittings shall be inspected carefully before being laid. Broken or defective pipes shall not be used and removed from the site of works.

(Signature of Contractor)
Date:

(For Accepting Officer)

Date:

Tel: 0120 – 2343741/2 Mob: 91-7428523524

> Army Institute of Education Plot No M-1, Pocket P-5, Greater Noida Gautam Budh Nagar (U.P.)-201306

AIE/Constr/2020/1	2020
M/S	
PROVISION OF FLYPROOF DOORS AND OTHER WORK	
OF EDUCATION GREATER NOID.  Dear Sir (s)	<u>A</u>
1. Reference your tender for the subject work dated 05 Sep 2020.	
2. I hereby accept your tender for the work mentioned above at the it the contract sum of Rs	em rates contained therein for
(Rupees	only).
3. This contract is allotted the number "CA NO: AIE/GRN/1 OF 20 by you in all future correspondence in connection with this contract."	•
4. The tender enquiry, your tender, letters referred to above and repository of the contract	this letter shall be the sole
repository of the contract	Yours faithfully
	Principal Army Institute of Education
•	Greater Noida
	Accepting Officer
Encls: (Appendix 'A) Copy to:	

Army Institute of Education New Delhi

1. Chairman