



# भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित NATIONAL CO-OPERATIVE CONSUMERS' FEDERATION OF INDIA LTD.

(उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय, भारत सरकार)

शाखा कार्यालय: डी-79, विज्ञानपुरी, महानगर एक्सटेन्शन, लखनऊ-226008

Branch Office: D-79, Vigyanpuri, Mahanagar Extension, Lucknow-226006

Ph.: 0522-4955937, 4072415 E-mail: nccflko@gmail.com

Tender Notice No. 278 NCCF/ Const./Lko./2022-23

Date:-22.11.2022

Email Id. -nccfknpl@gmail.com

Mob No.- 9893270235

## TENDER NOTICE

National Cooperative Consumer Federation of India Ltd. NCCF Lucknow Branch, invites tender from Empanelled Business Associates for following Project Management Consultant (PMC) for construction and establishment of civil Infrastructure for 1) Yarn Based Production Centre at Tikamgarh, Madhya Pradesh 2) Regional Marketing Center at Kaimur Bihar on EPC mode in Single/2 Bids. Non Empanelled Bidders may participate in bidding by applying within one week of submission of bids, along with all necessary documents for empanelment. Preference for work will however be given to Empanelled Business Associates.

1. Name of Work – Engagement of Project Management Consultant for Construction & Establishment of Civil Infrastructure at Tikamgarh (M.P.) and Kaimur (Bihar) as per the scope of work for :-
  - a) Yarn Based Production Centre at Tikamgarh, Madhya Pradesh
  - b) 2) Regional Marketing Center at Kaimur, Bihar
2. Tender Number :- PT/OT/02/BA date 18/11/2022
3. Tender Cost :- Rs. 600/-
4. Estimated value of work – 49.16 Cr. (Including GST)
5. EMD -5,00,000/- online or by DD in favor of MD, NCCF.
6. Date and Time when submission of bids is over: -24.12.2022 up to 03.00 PM

### Terms & Conditions

- 1 The bids submitted shall consist of all pages of Tender Documents of Client Department and NCCF construction guidelines Oct.20 signed on each page by authorized signatory with seal of Firm, along with documents in support of eligibility criteria as per NCCF "Construction Guidelines", issued in Oct.20. All the documents shall be enclosed and sealed in an envelope labeled as "Technical Bid". Financial bid shall be submitted in a separate envelope and must have "Financial Bid" written on the envelope. Both the sealed envelopes of bids shall be enclosed in a bigger sealed envelope which must have following words written on it. Bids for Engagement of Project Management Consultant for Construction & Establishment of Civil Infrastructure at Tikamgarh (M.P.) and Kaimur (Bihar) must have seal and signature of authorized signatory along with date and submission on the main envelope.
- 2 All the bidders will be bounded to accept the tender conditions of client department along with NCCF's tender conditions/guidelines. Non compliance of this shall result into treating the tender as invalid. An affidavit duly signed by authorized signatory of the firm on Rs 100 valid stamp paper shall be submitted along with tender documents in support of this. An affidavit must consist of the following-

Contd..2



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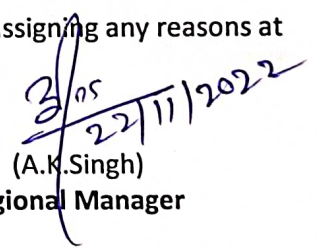
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"We accept all the tender conditions of ALIMCO, G.T. Road Kanpur – U.P. and NCCF guidelines issued in oct 2020" in regard to tender no PT/OT/02/BA dated 18/11/2022 for Engagement of Project Management Consultant for Construction & Establishment of Civil Infrastructure at Tikamgarh (M.P.) and Kaimur (Bihar)"

- 3 The bid shall be accompanied by a covering letter in support of submission of bid duly signed by the authorized signatory of the bidding firm (Power of Attorney to be enclosed, if any), addressed to Regional Manager NCCF, Lucknow Branch containing Name of work, Tender No, Date, Name of signatory and firm. Non compliance shall result into tender being treated as invalid.
- 4 The bidder shall give a declaration that they have not been black listed by any Central or State Government department/PSU/Autonomous body etc.
- 5 The bidder shall also enclosed a list of their ongoing government works with cost of work, amount of work pending, date of award of work, name and address of engineer Incharge/Department etc duly signed and stamped for assessment of liability. Conditional bid will not be considered.

NCCF reserves the right to reject any or all the proposals/rates received without assigning any reasons at any time.

Encl: As above.

  
(A.K.Singh)  
Regional Manager

Place: Lucknow

Date- 22.11.2022



**ALIMCO**

**Artificial Limbs Manufacturing  
Corporation of India  
(A GOVERNMENT OF INDIA UNDERTAKING)  
G.T. ROAD, KANPUR-U.P.  
209217**

**TENDER NO.PT/OT/02/BA  
DATE – .18/11/2022**

**TENDER DOCUMENTS**

FOR

**ENGAGEMENT OF Project Management Consultant (PMC) for  
CIVIL INFRASTRUCTURE at Tikamgarh (Madhya Pradesh) and Kaimur (Bihar)**

**As per GFR rule 132 & 133 the tender can be participated by CPSU, PSU or Govt. organization. No Private organization are invited for this tender.**

**REF: TENDER NO. PT/OT/ 02/BA DATED 18/11/ 2022**  
**Last Date for submission of tender 19/12/2022 upto 1400 Hrs.**  
**Due Date for Opening of TC-Bid on 20/12.2022 at 1530 Hrs.**  
**(Total 42 pages of Tender documents)**

Dear Sir,

1. Online tenders are invited for the two parts i.e. Techno-Commercial Bid (TC-Bid) & Price Bid (P-Bid) for the **ENGAGEMENT OF Project Management Consultant (PMC)** for construction and establishment of Civil Infrastructure for the following:

- (i) **Yarn Based Production Center at Tikamgarh, Madhya Pradesh &**
- (ii) **Regional Marketing Centre at Kaimur, Bihar**

Manual bids shall not be accepted.

**2. SCOPE OF WORK:**

Sr. No.	Description	Qty.	Estimated Cost
1.	<p>ENGAGEMENT OF <b>PROJECT MANAGEMENT CONSULTANT</b> for <b>Construction &amp; establishment of CIVIL Infrastructure</b> at Tikamgarh (Madhya Pradesh) and Kaimur (Bihar) as per the scope of work for:</p> <p>(i) Establishment of Yarn based Production Center at Tikamgarh (Madhya Pradesh)</p> <p>(ii) Establishment of Regional Marketing Center at Kaimur (Bihar)</p>	As per Annexure A	INR 49.16 Cr. Including GST

3. Tender documents may be downloaded from ALIMCO website [www.alimco.in](http://www.alimco.in) (for reference only) and CPPP website <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.



## CRITICAL DATE SHEET

Published Date	19.11.2022 (12:00 hrs)
Bid Document Download Start Date	19.11.2022 (12:00 hrs)
Pre-Bid meeting date and time	30.11.2022 (11.00 Hrs to 13.30 Hrs)
Feedback/ suggestions in written from bidders up to	08.12.2022 (16.00 Hrs)
Reply /clarifications from ALIMCO	15.12.2022 (16.00 Hrs)
Bid Submission Start Date	15.12.2022 (16:00 hrs)
Bid Submission End Date	27.12.2022 (14:00 hrs)
Bid Opening Date	28.12.2022 (15:30 hrs)

**Bids shall be submitted online only at CPPP website:**  
<https://eprocure.gov.in/eprocure/app>.

**Tenderer/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.**

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

### **Part I ('TC' BID):**

The tenderers are requested to submit the scan copy of following details/documents in their 'TC'-Bid.

#### **Mandatory / Pre-Qualification Criteria**

- i) Scanned copy of e-receipt against Tender fee for Rs 600/- towards cost of Tender documents. **Tender fee shall be submitted online through Corporation's website ([www.alimco.in](http://www.alimco.in)) only.**
- ii) Earnest Money: Submit scan copy of e-receipt for Rs. 5,00,000/- as Earnest Money Deposit along with 'TC' BID and **EMD shall be submitted online through Corporation's website ([www.alimco.in](http://www.alimco.in)) only.**
- iii) The person signing the bid should be duly authorized representative of the Organization whose signature should be verified and certificate of authority should be submitted. The poser or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the Organization should be annexed to the bid.

- iv) Tender documents with proper seal and signature of authorized person on each page of the bid must be submitted.
- v) The Complete Technical specifications, Method statements of the whole infrastructures work offered on scope specified as per Annexure-A, detailed BOQ to be submitted once after awarding the contract to the L-1 bidder. An undertaking to be submitted in this regard.
- vi) L1 bidder (PMC) must prepare the BOQ as per latest DSR/ Non DSR (if DSR not available) for both the location Tikamgarh & Kaimur asset wise/ building wise and further tender for sub-contracting to the construction agency.
- vii) Copy of GST Registration Certificate, duly signed & stamped.
- viii) The tenderer should have an average annual turnover of not less than 30% of estimated value during the last 03 financial years i.e. FY: 2019-20 ,2020-21 & 2021-22. In order to authenticate the bid capacity, **a certificate regarding average turnover from a qualified Chartered Accountant clearly mentioning the UDIN number in the certificate is required to be furnished along with 'TC-Bid'**.
- ix) Copy of income tax return for the last three Assessment years, i.e. AY- 2019-20, 2020-21 & 2021-22 duly signed & stamped.
- x) The Bidders shall have to furnish a solvency certificate of Rs 100.00 lakhs. The certificate to this effect needs to be furnished from their Bankers.
- xi) Only CPSU, PSU or Govt. organization with relevant expertise are allowed to bid for this scope of work (PMC) mentioned in the tender document. No private organizations are invited for this bidding. The declaration/ certificate is required from bidder.
- xii) The bidders shall furnish the copies of Proof of completion or Work Completion Certificate having successfully completed similar work during the last 07 years ending last day of the month previous to the month in which tenders are invited should be for either of the following:

A – Three similar work experience costing not less than the amount equal to 40% of the estimated cost (Rs. 49.16 Crores).

OR

B – Two similar work experience costing not less than the amount equal to 50% of the estimated cost (Rs. 49.16 Crores).

OR

C – One similar work experience costing not less than the amount equal to 80% of the estimated cost (Rs. 49.16 Crores).

- xiii) Undertaking stating that work must be completed within the stipulated period as indicated in the tender or specified at Annexure A from the date of placement of PO/work contract” **in the format enclosed at Appendix-1.**
- xiv) The firm must not be Terminated/ blacklisted/ debarred by any organization at the time of submission of bid. The firms are required to submit undertaking in this regard as per Appendix -2.
- xv) The tenderer should submit an undertaking that his/her Offer is valid for acceptance for 120 days from the date of opening of TC Bids **in the format enclosed at Appendix-3.**
- xvi) Undertaking to the effect that all the tender terms & conditions are acceptable to the bidder **in the format enclosed at Appendix-4.**
- xvii) Undertaking to the effect that a Warranty Performance Bank Guarantee (PBG) of 10% of the order value, valid for warranty/defect liability period& claim submission date will be submitted after the completion of works (PMC ~~on EPC basis~~). The security deposit shall be released on receipt of 10% PBG valid for warranty period **in the format enclosed at Appendix-5.**
- xviii) In case the party(Organization) wishes to avail Advance of 10% of cost of Project Value, they have to submit an undertaking to the effect that an Advance Bank Guarantee (BG) of 110% of the project ADVANCE value, valid for successful completion of the project & can be submitted within 1 months from the date of releasing the PO/Work Order of the project (PMC ~~on EPC basis~~)**in the format enclosed at Appendix-6.**The recovery of the advance will be done as adjustment from the running bill so that the advance remain @10% of balance value of work. The Advance Bank Guarantee (BG) for advance shall only be released after successful completion of the project.
- xix) The tenderer should submit an undertaking that the Organization shall provide Security Deposit within 14 days of releasing PO **in the format enclosed at Appendix-7.**
- xx) The tenderer should submit an undertaking that the Corporation shall provide the complete training/Product literature/ Method statements regarding operation & maintenance of the Whole Projects (PMC) & its inventories /accessories **in the format enclosed at Appendix-8.**
- xxi) The tenderer should submit an undertaking for unconditional acceptance to replace/ repair any defects found during execution and after completion of the project upto its defect liability period upto 2 years from its to starting date of acceptance/ put to use certificate’s date as certified by ALIMCO **in the format enclosed at Appendix-9.**

- xxii) Undertaking to be submitted by the tenderer that “payment terms mentioned at Annexure -A of this tender document (i.e. Terms of Payment) is acceptable” **in the format enclosed at Appendix-10.**
- xxiii) The tenderer should submit an undertaking that his corporation shall attach the proof regarding prior Experience of same relevant works, as specified in the Annexure-A of the Tender during last 07 years Vendor to provide valid details of such customer along with contact number for verification) **in the format enclosed at Appendix-11.**  
Proof of completion/Completion certificate from at least 03 separate users may be enclosed, which should be issued within five years from date of opening of tender.
- xxiv) Tenderers are required to submit “**Tender Acceptance Letter**” in the format enclosed at **Appendix-12.**
- xxv) Tenderers are required to submit “**Undertaking**” regarding availing of GST and matching of Input credit **in the format enclosed at Appendix-13.**
- xxvi) The firm must not be blacklisted or debarred by any organization at the time of submission of bid. The firms are required to submit undertaking in this regard as per Appendix -2
- xxvii) The PMC will be responsible for compliance of all statutory requirements as per the latest govt. guideline and as per CPWD norms, CTEC, CVC, and any other guidelines of Govt. of India. In case as reference is received from the aforesaid agencies and any other Government agencies, the same need to be replied by the party in consultation with ALIMCO to the entire satisfaction of such agency. The successful bidder must be entering an MOU with ALIMCO which norms and clauses will be superseded/ additionally adopted over the terms and conditions of the tender documents. Third Party Inspection agency may be deployed for this project.
- xxviii) Tender documents duly signed and stamped, are to be submitted as unconditional acceptance of all terms and conditions of this tender.

**NOTE:**

**(All these documents/ details/ conformation should necessarily be submitted specifically & in the same order.)**

**Part II (‘P’ BID):** Price bids of only those tenderers, who are assessed as technically qualified by the Corporation shall be opened & only Such parties shall be communicated regarding date & time of Price Bid opening requesting them to attend the Tender opening, if interested. P Bid offer shall be uploaded online. Rate should be quoted in **as per format at Annexure D (P-bid)**. Rate should be quoted without any price escalation clause.



**L1 offer will be considered the least percentage rate received from the participants.**

**NOTE:** ALIMCO GST Registration details are given below.

GST Regd. No.	<b>H.Q, Kanpur</b> 09AABCA8899F1Z6
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**Variation Clause:** - Any change (Increase / Decrease) in Govt. Duties / Levies / Taxes GST as amended made applicable by Govt. (State / Central) from time to time at the rate as will be applicable over & above the basic price/rate quoted by parties in their offer during the currency of Purchase Order/Contract shall be considered by the Corporation for amendment on party's request along with necessary documents in support of their claim/amendment.

**4. Site Inspection :** The tenderers shall be deemed to have inspected and examined the site and its Surrounding and information available in connection there with and to have satisfied himself, so far as is practicable, before submitting his tender, to the extent and nature of work and materials necessary for completion of works, availability of construction materials, inventories, consumable item etc., the means of access to the site and the accommodation that he may require and, in general, shall be deemed to have obtained all necessary information.

5. All the bids so received against the tender shall be scrutinized and assessed for the feasibility & suitability offered. Offers of only those tenderers whose bids are found conforming to laid-down specifications and qualifying our requirements shall be considered. Quotes with any variation in the specifications/scope of work affecting functions of the project needs of as specified are liable for outright rejection.

6. No change in specifications/scope of work by tenderers shall be permissible after submission of Technical Bids.

**7. Earnest Money Deposit (EMD) & Security Deposit (SD):**

Earnest Money: Submit scan copy of e-receipt for Rs. 5,00,000/- as Earnest Money Deposit along with 'TC' BID and EMD shall be submitted online through Corporation's website ([www.alimco.in](http://www.alimco.in)).

Subsequent to placement of Order / Contract, the successful tenderer will be required to deposit a sum equal to 10% of the Order/ Contract value subject to a maximum of Rs. 100.00 lakhs within 14 days from the date of Purchase Order/ Memorandum of Understanding (MoU) as **Security Deposit (SD)** in the form of 'Demand Draft' or 'Pay Order' or 'Bankers Cheque' or 'Irrevocable Bank Guarantee' from any of the Nationalized Bank in the prescribed format enclosed at **Annexure E** only in favour of **ALIMCO** payable

at **Kanpur** for due discharge of the Purchase Order/ MoU released/ signed on the basis of this tender. No interest will be payable on the Security Deposit.

EMD will be refunded to unsuccessful bidders within 30 days of finalization of Purchase Order/Work/Service Contract. In case of successful bidders EMD will be refunded on receipt of acceptable Security Deposit. Security Deposit will be refunded within 30 days after completion of the Purchase Order/Work/Service Contract and on receipt of the performance guarantee to cover the discharge of contractual obligations under the warranty period/defect Liability.

The Security deposit may be refunded/returned on submission of irrevocable, unconditional & acceptable Bank guarantee from any nationalized bank as performance guarantee of 10% of purchase Order/Contract value by the party to cover its obligations to offer free of cost replacement under the warranty /defect liability period. The corporation may also consider, at its discretion, acceptance of Corporate Guarantee given by Foreign Principal In lieu of Bank Guarantee in case of imported goods.

Security deposit shall be furnished within the time limit provided for in the Contract. Non submission of Security deposit within the time specified for the purpose shall amount to the breach of essential conditions of the Contract and shall render the Contract liable to cancellation& the contractor shall be liable for all consequence thereof or caused there by.

After Satisfactory completion of the project and on receipt of Warranty Performance Bank Guarantee equal to 10% of the PO/work contract Value, valid for the warranty / defect liability period, the Security deposit amount (including of EMD) shall be released by ALIMCO.

The Corporation reserves the right to forfeit the security money deposit in case the Party fails to deliver the satisfactory defect free infrastructures including all the services, inventories and amenities also losses on account of exceptional delays in deliverables as per the ALIMCO's requirement.

#### 8. **Submission of Tender:**

**The tender shall be submitted online in two parts, viz., technical bid and price bid**

##### **Technical Bid (TC Bid):**

The following documents are to be furnished by the tenderer along with **Technical Bid** as per the tender document

- 1) Scanned copy of e receipt against tender document cost
- 2) Scanned copy of all relevant documents as per Tender.

Please note that no indication of the rates/amounts be made in any of the documents submitted with the TC-BID

**Price Bid (P Bid):**

(a) Schedule of price bid in the form of Annexure D.

**9. Physical/ Virtual Pre-Bid Meeting:**

- a) The tenderer may submit their queries on the tender document if any by email on the email id: [dgm\\_spc@alimco.in](mailto:dgm_spc@alimco.in) or [sm\\_pt@alimco.in](mailto:sm_pt@alimco.in). Only the queries submitted by the tenderers, who have either purchased or deposited the cost of tender documents after downloading the tender document from ALIMCO website up to the due date of submission of queries, would be discussed in the pre bid meeting.
- b) During the course of Pre-Bid Conference, the Bidder will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Selection process.
- c) Clarifications will be uploaded on ALIMCO website as per the schedule date fixed for submission. Any modification to tender document, which may become necessary as a result of pre bid meeting, shall be made through issuance of an Amendment/Corrigendum.
- d) If the bidder wishes to attend the pre-bid meeting physically, the same shall at their own cost.

**10. Opening & Evaluation Of Tender:**

- a) The tenders shall be opened online after Pre-Bid Meeting and issuance of Ammendment/ Corrigendum necessitated on the basis of queries at Pre-bid meeting at <https://eprocure.gov.in/eprocure/app> on the date as given in the preceding section in presence of representatives of tenderers who may like to be present. Bidder can view live bid opening at their remote end also. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.

b) Only the 'TC-Bid' (Part I) of the tender will be opened online on the date as given in the preceding section by the Tender Opening Committee of ALIMCO in the presence of representatives of tenderers who may like to be present. **Tenders received late will not be considered.** **If the due date happens to be a holiday the same stands extended to the date of next working day with time remaining the same. However, the Corporation has the right to alter the date & time of Tender closing & opening. The same shall be notified only on the website of the Corporation.** The procedure will be as follows:

b.1) Subsequent to opening of 'TC-BID' of all tenderers correspondence/discussion with regard to the conditions and other technical aspects may be held by the Technical Committee or by Officer(s) nominated by ALIMCO, if needed.

b.2) In case any tenderer submits only 'TC-BID' his tender shall not be considered and shall be treated as incomplete tender. Similarly, if any tenderer submits only 'P-BID', the same shall also be not considered.

b.3) The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the eligible bidders shall be considered for further processing (technical evaluation). Preliminary scrutiny of the proposal will be made to determine whether they are complete, required processing tender fee have been furnished whether the documents have been properly signed, and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.

b.4) The ALIMCO has a right to seek clarification/ documents from the tenderer relating to TC-Bid of tenderers if such information is essential for evaluation of tender.

b.5) Bidder whose technical bids found to be acceptable and meeting the Mandatory/Pre-qualification criteria as specified in this tender will only be informed about the date and time of the opening of the commercial bid (P-Bid).

b.6) ALIMCO will open commercial bids of only the technically shortlisted bids, in the presence of the bidder or their-authorized representative who choose to attend the bid opening, at the time and date to be informed later.

b.7) Commercial bids of only those bidders will be opened who are found to be technically qualified & acceptable and the work shall be awarded to the commercially lowest bidder.

## 11. Rejection Of Tender:

a) Tenders received without cost of tender document are liable to be rejected as also indicated at Para 3(i).

- b) Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, drawings/specifications etc. are liable to be rejected.
- c) Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the party who resort to canvassing are liable to be rejected.
- d) The acceptance of tender will rest with ALIMCO which does not bind itself to accept the lowest tender or any tender and reserves full rights for the rejection of any or all tenders without assigning any reasons whatsoever.

## **12. Validity Of Tender:**

- a) The tenders shall remain open for acceptance for a minimum period validity of 120 days from, the date of opening of tenders or till such period up to which the extension of validity is agreed to mutually. This may please be stipulated clearly in the Quotation.
- b) If notified within this period that the tender has been accepted, the tenderer shall be bound by the terms of the offer along with the terms that have been agreed mutually.

## **13. Completion Time:**

The conceptualization, construction & completion of project stipulated as specified at Annexure-A, from the date of placement/acceptance of PO/ work contract. Failure to complete the project within stipulated period (i.e. 18 month) will make the tenderers liable to an unconditional penalty. The penalty/ liquidated damages shall be levied at the rate of point five percent (i.e. 1/2 % or 0.5%) per week (or fraction of a week) subject to the maximum of 10% of the purchase order/ work contract value.

## **14. Terms Of Payment:**

ALIMCO is a Schedule 'C' MiniRatna Category II Central Public Sector Enterprises, registered under Section 8 (Not for Profit motive) of the Companies Act, 2013, (corresponding to Section 25 of the Companies Act, 1956). The terms of payment is mentioned below.

- I. On the basis of approved project cost, ALIMCO shall release 10% of the approved cost as revolving advance subject to the PMC providing BG for 110% of advance value. This advance shall be recovered from the PMC periodically from the recoupment Invoice which will consist of Recoupment

as well as PMC Charges in a single Invoice containing asset wise expenditure duly forwarded with all supporting documents, undertaking etc

- II. Further, party will open a separate Bank account for the work and the initial deposit will be deposited in that account for the purpose of payment to the contractor. The Party will meet the expenditure from this deposit for execution of the Project and shall submit monthly bills for recouping of expenditure incurred by the agencies
- III. The interest accrued to this account will be refunded to the ALIMCO at quarterly basis. Party may raise the bill wherein the agency (PMC) charges & work progress expenditure (recoupment) are raised in single bill and are shown separately
- IV. ALIMCO shall pay GST at actual to the PMC fees. GST amount shall be released after availing input tax credit in ALIMCO GST portal of the invoice (after filing GST-R1 by the PMC). There shall be no separate payment terms for PMC & recoupment

#### **15. Right of Acceptance:**

**ALIMCO** reserves the right to reject any or all the tenders in part or full and / or to negotiate terms and conditions in respect of this tender and to amend the quantity against the Order/ Contract without assigning any reason thereof. The Corporation also reserves the right to Short close / cancel the Contract by giving one month notice in it's sole discretion as deemed fit without assigning any reason thereof.

#### **16. Arbitration**

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018".

#### **17. General**

Any post tender offer would be rejected summarily and may also result into black-listing of the parties making such offer.

Any bribe, commission, gifts or advantage given, promised or offered by the Tenderer or on behalf of the Tenderer or his partner, agent or servant or anyone on his or their behalf (whether with or without the knowledge of the Tenderer) to any officer, servant, representative or agent of Corporation in relation to the obtaining or to the execution of



this or any other contract with the Corporation shall be in addition to any criminal liability which he may incur, subject the Tenderer to the cancellation of this and all other contracts and also to payment to Corporation of any loss resulting from any such cancellation.

Thanking you,

Yours faithfully,  
For Artificial Limbs Mfg. Corporation of India

Dy. General Manager (Project)

**Encl:** As Above

(On Letter Head of the Tenderer)

**APPENDIX-1**

**UNDERTAKING**

We hereby undertake that The Engineering, Procurement & Construction works (PMC) must be completed within the stipulated period as indicated in the tender or specified at Annexure-A, from the date of placement of PO/work contract”.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

**APPENDIX -2**

**UNDERTAKING**

We hereby undertake that our Organization has not been Terminated/blacklisted or debarred by any organization at the time of submission of bid.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

**APPENDIX -3**

**UNDERTAKING**

We hereby undertake that our Offer is valid for acceptance for 120 days from the date of opening of Techno-Commercial Bid (TC-Bid).

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

**APPENDIX -4**

**UNDERTAKING**

We hereby undertake that all the tender terms & conditions are acceptable to us.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

**APPENDIX -5**

**UNDERTAKING**

We hereby undertake that a Performance Bank Guarantee (PBG) of 10% of the order value, valid for defect liability period & claim submission date within 3 months from the date of expiry of Bank Guarantee period will be submitted after the completion & defect liability period (PMC).

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal:-



(On Letter Head of the Tenderer)

**APPENDIX -6**

**UNDERTAKING**

We hereby undertake to the effect that an Advance Bank Guarantee (BG) of 110% of the Project value, valid for successful completion of construction works & Prove out of whole project commissioning can be submitted within 1 months from the date of releasing the PO/Work Order of the Project (PMC) .

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

**(On Letter Head of the Tenderer)**

**APPENDIX -7**

**UNDERTAKING**

We hereby undertake that our Organization shall submit the security deposit as per tender terms within 14 days of releasing PO/Work Order of the Project (PMC).

Dated:

Authorised Signatory :

Name :-

Designation :-  
Seal :-

**(On Letter Head of the Tenderer)**

**APPENDIX -8**

**UNDERTAKING**

We hereby undertake that our Organization shall provide the complete training regarding operation & maintenance of the all the services associated with the projects (PMC).

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

**APPENDIX -9**

**UNDERTAKING**

We hereby undertake that we will unconditionally accept to free replacement/repair of defective products of the project if rejected at the time of execution as well as its defect liability period after post construction.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

**(On Letter Head of the Tenderer)**

**APPENDIX -10**

**UNDERTAKING**

We hereby undertake that payment terms mentioned at Annexure B of this tender document (i.e. Terms of Payment) is acceptable to us.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

**(On Letter Head of the Tenderer)**

**APPENDIX -11**

**UNDERTAKING**

We hereby undertake that our organization shall attach the proof regarding prior experience of similar works, as specified in the Annexure-A of the Tender Document i.e. (Vendor must have done such PMC jobs for infrastructure project at least 03 nos. such project during last 05 years Vendor to provide valid details of such customer along with contact number for verification).

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-



(On Letter Head of the Tenderer)

APPENDIX -12

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

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

Name of Tender / Work: -

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

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

\_\_\_\_\_  
\_\_\_\_\_

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

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 01 to 42 (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

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

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

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

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

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

**(On Letter Head of the Tenderer)**

**APPENDIX -13**

**UNDERTAKING**

We hereby confirm that payment of recoupment value within 30 days after Submission of bill is acceptable to us. However, the GST portion shall be claimed only after submission of GST Return and Input credit appearing in corporation's GST portal, filed online by the tenderer clearly (duly highlighted) showing invoice/ bill number and amount to ALIMCO so as to enable the Corporation to avail GST input credit after matching of the GST return and Invoice submitted in the Corporation. No claim against the Corporation shall be made for non- matching of GST and the amount shall be credited back by us.

Dated:

Authorised Signatory:

Name:-

Designation

Seal:

**SCOPE OF WORK****BRIEF BACKGROUND OF THE PROJECT:**

Artificial Limbs Manufacturing Corporation of India (ALIMCO) is Miniratna Category – II Central Public Sector Undertaking (CPSU) under administrative control of Ministry of Social Justice & Empowerment, Govt. of India, established under sec. 25 company act 1956 (now modified to sec 8 under company act 2013) a “not for profit motive” organization. The Corporation was incorporated in 1972 and has been working for the past 50 years for the noble cause of manufacturing and distributing various types of cost effective assistive devices on mass scale. ALIMCO has pan India presence with HQ at Kanpur and 6 Manufacturing Centers located in different state. In order to increase its PAN India presence, the Corporation intends to establish a Regional Marketing Center/ Warehouse/ Production Center at available/ under acquisition land at Kaimur (Bihar) and Tikamgarh (Madhya Pradesh).

The Corporation intends to establish a Yarn based orthopedic support items viz .Cervical Collar, LS Belt, Knee Brace, Spinal Support at Tikamgarh which presently is being procured in high volumes .In this context, the Corporation has initiated the process of allocation of land measuring 2.834 Hectares )approximately 7 Acres( at Pahari Khurd, Tikamgarh, MP) Bundelkhand region .(

The Corporation was allotted 2 Acres of land in Kaimur, Bihar on lease for 30 years in 2009. The Corporation intends to utilize this land for establishing ALIMCO’s Regional Marketing Centre (RMC) including a Warehouse, Limb Fitting Centre and Service Center.

The Corporation intends to engage a **Project Management Consultant (PMC)** for establishing the required CIVIL INFRASTRUCTURE for the Regional Marketing Center and Yarn Based Production Center at Kaimur and Tikamgarh respectively.

1. The present tender, consisting of two Civil Infrastructure Projects at Kaimur (Bihar) and Tikamgarh (Madhya Pradesh) at an estimated total amount of Rs 49.16 Crores (including GST) for a duration of 18 months from the date of signing of Memorandum of Understanding (MoU) with selected PMC, is being invited for **ENGAGEMENT OF Project Management Consultant (PMC)** with the following scope of work:

- A. Construction & establishment of CIVIL Infrastructure for a Yarn based Production Center in the 2.834 Hectares (approximately 7 Acres) land at Tikamgarh, Madhya Pradesh at an estimate of Rs 26.76 Crores including provisioning of required furniture.**

**B. Construction & establishment of CIVIL Infrastructure for a Regional Marketing Center in the 2 Acres land at Kaimur, Bihar at an estimate of Rs 22.40 Crores including provisioning of required furniture.**

**THE SCOPE OF COMPLETE CONSULTANCY SERVICES ARE INDICATED AS UNDER:**

- i) Conceptualization / designing, preparation/ issue of RFP & OT/ NIT for Civil and Electrical works etc (as per the enclosed tentative plan/ layout) including **applying for approvals/ NOCs/ clearances for sanctioning of permanent power connection/ load and providing** electricity at the Centers (Tikamgarh & Kaimur) from **the respective State Power Corporation**, obtaining necessary statutory permissions from the concerned State authorities/ departments, Execution & complete monitoring / supervision at site including verification of the bills of the contractors etc till the completion of the construction and establishment of **“Yarn Based Production Center at Tikamgarh, Madhya Pradesh & Regional Marketing Centre at Kaimur, Bihar”**.
- ii) Preparation of detailed plan, drawings, bill of quantities for the desired scope of work for ALIMCO considering present and future needs at the Centers.
- iii) Preparation of detailed layout of the Work Centers/ Buildings/ Sheds/ Roads/ Facilities etc required for the Centers.
- iv) Planning of Electrical cabling, LAN/WAN cabling and preparation of corresponding detailed layout drawings as per the plan for the desired scope of work.
- v) Planning of Compressed Air line, Sewage, Water line, Fire Fighting System, PA System, Hydrant Line etc and preparation of corresponding detailed layout drawings as per the desired scope of work.

2. The approximate project cost for the entire project is tentatively Rs 49.16 Crores (approx.) including GST which can escalate by at the most 10% on actual ground work.

3. Total area for Construction and establishment of:

3.1 Yarn based production center is approximately 2.834 Hectares (7 Acres) at Tikamgarh (Madhya Pradesh)

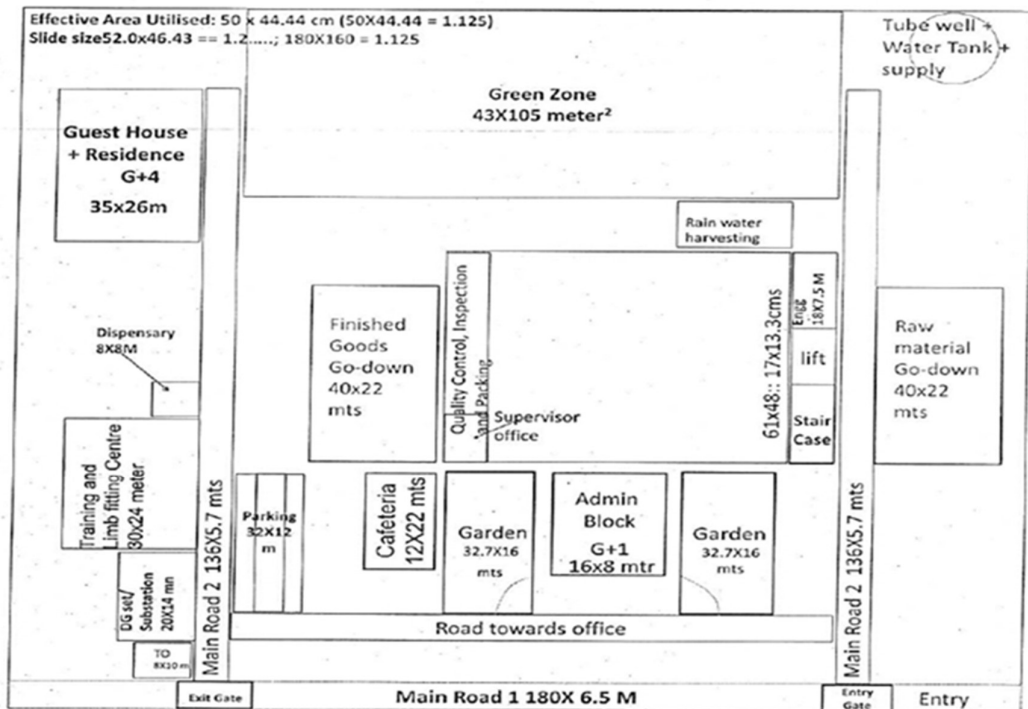
Sl. No	Description of Works	Estimate Amount in Rs.
1	<p>Civil works consisting of Area development, Boundary Walls, Production Centers with Goods Lift, Raw Material Store &amp; Finished Goods Warehouse with loading &amp; unloading facilities, Administrative Building, Limb Fitting Center (LFC), Residence for staff, Security &amp; Time Office, Canteen, Dispensary, QC lab, Compressor Room, Main, Employee &amp; Material Gates, Internal &amp; External Electrical &amp; LV Work, Solar System, Development works (Road, Compressed Air Line, New Substation, DG Set, STP, ETP, Fire-fighting System, U/G Water tank, Water Supply, Drainage including Rain Water harvesting System, Parking, Pathways), Office Set-up and Furniture etc.</p> <p><i>* The infrastructure/ facilities to include features in line with Accessible India Campaign (MoSJE, Government of India)</i></p>	26,76,04,460

The scope of work for the Proposed Yarn based Production Centre at **Tikamgarh** is as stipulated below:

Sl. No	Details of Building/ Infrastructure/ Facilities	Tentative area (liable to change)
1	Manufacturing/ production (G+1) with foundation strength for G+4	5,856 SQM
2	Residence for Staff	As per site requirement
3	F.G. warehouse with loading/ unloading facilities	As per site requirement
4	Raw Material Store with loading/ unloading facilities	As per site requirement
5	Administrative block	As per site requirement

6	Time office+ Security office	As per site requirement
7	Training & limb fitting centre	As per site requirement
8	Others Miscellaneous facilities	As per site requirement

### Tentative Plan of Tikamgarh project



3.2 Regional Marketing Center at Kaimur (Bihar) is approximately 2 Acres.

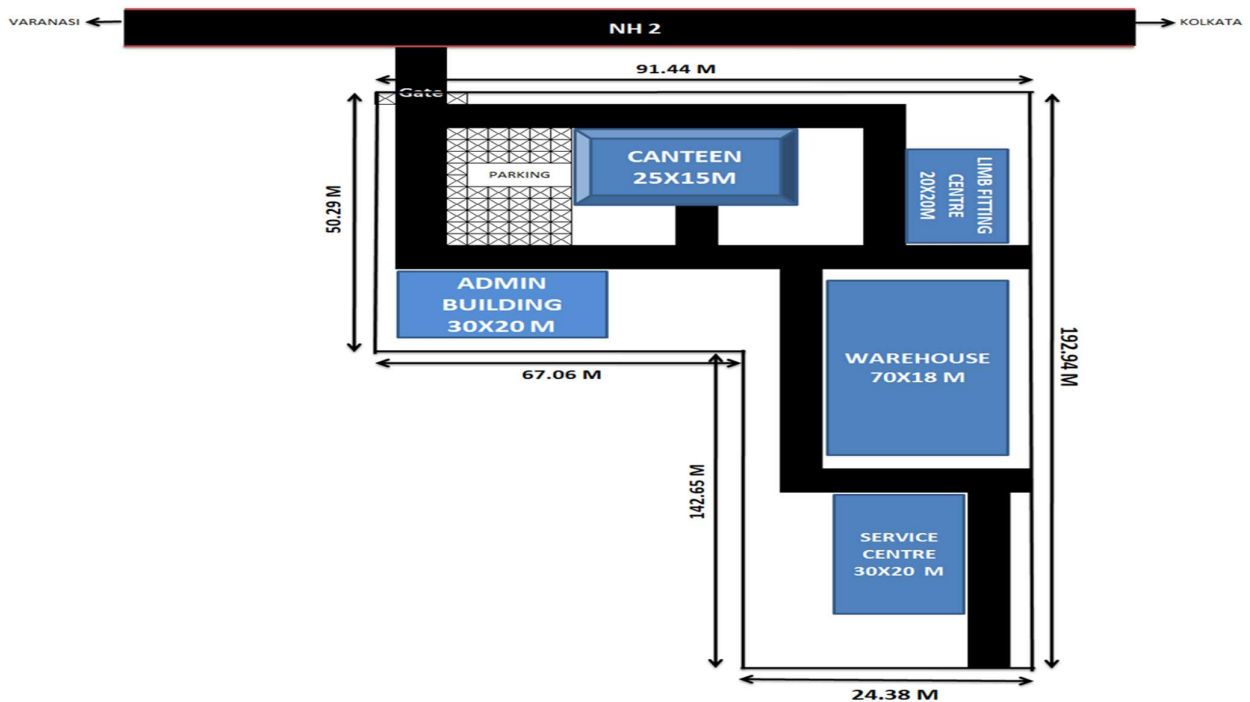
The scope of work for the Proposed Regional marketing Centre at **Kaimur (Bihar)** is as stipulated below:

Sr. No	Description of works	Estimate Amount In Rs.
1	<p>Civil works consisting of Area development, Boundary walls, Service Center, Raw Material Stores &amp; Finished Goods Warehouse with loading/ unloading facilities, Administrative Building, Limb Fitting Center (LFC), Security &amp; time office, Canteen, Main Gate, Internal &amp; External Electrical &amp; LV Work, Solar System, Development works (Road, New Substation, DG Set, STP, Fire-fighting System, U/G Water tank, Water Supply, Drainage including Rain Water harvesting System, Parking, Pathways), Office Set-up and Furniture etc.</p> <p><i>* The infrastructure/ facilities to include features in line with Accessible India Campaign (MoSJE, Government of India)</i></p>	22,40,00,000

Sl. No	Details of Building/ Infrastructure/ Facilities	Tentative area (liable to change)
1	Warehouse	1,260 SQM
2	Service Centre	As per site requirement
3	Limb Fitting Center (LFC)	As per site requirement
4	Canteen	As per site requirement
5	Administrative Building	As per site requirement
6	Others Miscellaneous facilities	As per site requirement



## Tentative Plan of Kaimur project



4. The details of proposed construction work required for the desired scope as stipulated at point no 3 primarily covers the following:
  - a) Scrutiny of Master plans/ Zoning plans/ Building plans for infrastructure development. The scrutiny of the plans is to be done with reference to the respective local bodies/ State / Central Government.
  - b) Site evaluation, analysis and impact of existing and /or proposed development on its immediate environment.
  - c) Prepare conceptual designs considering requirements in consultation with ALIMCO team for subsequent approval of the Competent authority and preparation of detailed cost estimates on the current DSR rate as per CPWD norms.
  - d) Preparation of Design brief as per ALIMCO's requirements/ instructions.
  - e) Preparation of preliminary drawings as per the requirements and to the satisfaction of ALIMCO.
  - f) Preparation of detailed drawings and submission to the local body. Correction/ amendment of drawings as required by the local body.

g) Detailed design/drawing and detailed cost estimates for the proposed finalized project.  
Design and drawings for:

- i. Design & drawings for the buildings including interiors wherever required.
- ii. Prepare and issue working drawings and details for proper execution of work during construction.
- iii. Modify the designs incorporating changes as required during the course of execution.
- iv. Graphic Design and Signage, Landscaping.
- v. Structural Designs, if so desired by the ALIMCO team.
- vi. Sanitary, Plumbing, Drainage, Water supply, Sewerage disposal, Rainwater harvesting etc.
- vii. Electrical, Electronic, Communication Systems and designs.
- viii. Heating, Ventilation and Air Conditioning design.
- ix. Elevators, Escalators, etc., if required.
- x. Fire detection, Fire protection and Security systems etc.
- xi. Any other work related to the buildings as required for safe occupation of the building.

h) All the under mentioned activities needs to be performed by the tenderer (Consultant) with due consultation/approval of ALIMCO (duly approved by the Competent Authority) at each stage and subsequent approval of the Competent Authority of ALIMCO wherever indicated:

- i. Preparation of Schedule of quantities and to prepare detailed cost estimates considering the cap on Total Project cost as indicated in point no.2.
- ii. Preparation of detailed estimate and preparation of complete tender documents consisting of proposed payment plan (no advance payment shall be proposed/considered), OT/NIT and releasing the same in the Newspaper/ website after the approval of ALIMCO. ALIMCO proposes to incorporate under mentioned payment terms in all the tenders likely to be issued pertaining to this project:

“Running Payment shall be made (on recoupment basis) on completion of actual & duly verified work on the basis of verified satisfactory quality works either by ALIMCO/ TPI (Third Party Inspection) agency. Earnest Money deposit (EMD), Security Deposit (SD)/ Retention money will be prevailing to the latest Govt. of India Guidelines.”

- iii. Compilation & Evaluation of Bids received from the tenderers by the Consultant.
- iv. Submit recommendation for technical & financial bids vis-à-vis tender parameters by the Consultant and subsequent approval by ALIMCO.
- v. Preparation & placement of draft & final work contract and placement of the same on successful bidders for the proposed construction project having provision to

- make payment to the consultant by ALIMCO.
- vi. Regular inspection and evaluation of Constructions works with reference to design and drawings.
  - vii. Wherever necessary clarify, offer interpretation of the drawings/ Specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance to design and render advice on actions, if required.
  - viii. Certification of work having been completed as per the design/drawings before handing over the same to ALIMCO.
  - ix. Prepare and submit completion reports and drawings for the project as required and obtain "NOC /Completion /Occupancy Certificate" from statutory authorities, wherever required.
  - x. Issue three (03) sets of As-built drawings (hard and soft copies) including services and structures.

5.

**Consultant should also consider the following during design:**

- I. Consider the elements of making stronger foundation, resisting earth quakes etc.
- II. The office building, work centers, factory building should strictly conform to CPWD norms & barrier free/ green building as per Govt /CPWD guidelines & norms.
- III. Development of activities i.e. leveling & dressing, Internal road & path, Storm water drain, Sewerage system, STP, Filter water supply, Unfiltered water supply distributed, Street lighting/ Solar street LED light.

The time lines for carrying out the consultancy & construction work shall be 18 Months from the date of signing of Memorandum of Understanding (MoU) with the PMC.

6. **VISIT TO SITE:** The applicants are advised to visit the site of work, i.e. at Kaimur & Tikamgarh at their own cost and examine the site and its surroundings. The applicants shall themselves collect all information that they consider necessary for proper assessment of the prospective assignment.

**7. OTHER TERMS AND CONDITIONS & OBLIGATION OF CONSULTANT:**

- a) The Consultant shall be responsible for arranging water/ power/ approach road to construction site as per site/ Project requirement and suitable office space for the Consultant/ team during the execution of the project.
- b) The Consultant shall be responsible for compliance of all Statutory laws pertaining to labour laws including minimum wages, as applicable, Local Govt. agencies / local authorities, clearance from Forest department, environmental (PCB), directorate of industries etc.

- c) The Consultant shall take full responsibility for the adequate stability and safety of all site Operations and methods of construction as per the latest safety manuals published by Indian Standards Institution / CPWD norms, Statutory rules regulations and provisions of contract condition etc.
- d) All contracts/orders to be finalized by consultant on behalf of ALIMCO. Consultant will ensure compliance of CVC and any other guidelines of Govt. of India.
- e) No price increase/ revision in price will be allowed during currency of the contract.
- f) The Consultant (PMC) shall make provision for obtaining Contractor's all risk (C.A.R.) Insurance Policy, labour-licence, workmen compensation etc. being Principal Employer of the laborer engaged at site through the contractor finalized by PMC to cover damages to and loss of property and persons.

Since ALIMCO is not a party to the contract between PMC and the contractor finalized, ALIMCO in no way can be construed to be the Principal Employer. Principal Employer shall be the PMC selected and shall be responsible for all compliances expected from a Principal Employer.

## ANNEXURE - B

### **TIME-LINES & TERMS OF PAYMENTS:**

The total period of completion of work shall be as fixed by 18 Months. No escalation shall be payable by ALIMCO on account of any delay in the work and the cost of the project for the sanctioned amount shall be firm. The time of completion is essence of the contract. In the event of failure to adherence to the agreed timeline, ALIMCO shall be entitled to levy compensation for any delay attributed to the party (including those by the contractors engaged by the party), compensation shall be @ 0.5% of the contract value of work per week of delay, subject to maximum of 10% of the contract value of work.

- i) On the basis of approved project cost, ALIMCO shall release 10% of the approved cost as revolving advance subject to the PMC providing BG for 110% of advance value. This advance shall be recovered from the PMC periodically from the recoupment Invoice which will consist of Recoupment as well as PMC Charges in a single Invoice containing asset wise expenditure duly forwarded with all supporting documents, undertaking etc.
- ii) Further, party will open a separate Bank account for the work and the initial deposit will be deposited in that account for the purpose of payment to the contractor. The Party will meet the expenditure from this deposit for execution of the Project and shall submit monthly bills for recouping of expenditure incurred by the agencies.
- iii) The interest accrued to this account will be refunded to the ALIMCO at quarterly basis. Party may raise the bill wherein the agency (PMC) charges & work progress expenditure (recoupment) are raised in single bill and are shown separately.
- iv) ALIMCO shall pay GST at actual to the PMC fees. GST amount shall be released after availing input tax credit in ALIMCO GST portal of the invoice (after filing GST-R1 by the PMC). There shall be no separate payment terms for PMC & recoupment.

**ANNEXURE C*****“Minimum Requirement of Technical Representative (s) at SITE during Project”***

<b>Sr. No.</b>	<b>Designation / Qualification</b>	<b>Discipline</b>	<b>Minimum Experience</b>	<b>Kaimur project</b>	<b>Tikamgarh project</b>
1	Site In-charge Graduate in Civil Engg.	Civil	17 Yrs	01 No.	01 No.
2	Sr. Engineer (Middle Management) Graduate in Civil Engg.	Civil	12 Yrs	01 No.	01 No.
3	Graduate Architect	Architect	10 Yrs	01 No.	01 No.
4	Engineer	Civil	07 Yrs	01 Nos.	01 Nos.
5	Mechanical Engineer	Mechanical	07 Yrs	01 No.	01 No.
6	Electrical Engineer	Electrical	07 Yrs	01 No.	01 No.
7	Safety officer	Safety at construction work	05 Yrs	01 No.	01 No.

## FORMAT OF PRICE BID (Amended)

Sl. No.	Name of Work	ENGAGEMENT OF <b>PROJECT MANAGEMENT CONSULTANT</b> for <b>Construction &amp; establishment of CIVIL Infrastructure</b> at Tikamgarh (Madhya Pradesh) and Kaimur (Bihar) as per the scope of work mentioned at <b>Annexure A</b> for:  (i) Establishment of Yarn based Production Center at Tikamgarh (Madhya Pradesh) (ii) Establishment of Regional Marketing Center at Kaimur (Bihar)		
1.	Preliminary Estimated Cost of Entire Project	<b>Rs 49.16 Crores (approximately). Maximum Escalation 10% allowed.</b>		
2.	Name of Firm			
3.	Item	Scope of Work	Amount	Percentage
a)	Estimated Cost as per the Bidder after visit of site and obtaining all clarifications in the Pre-Bid Meeting. (Actual Cost after tendering not to exceed by more than 10%). Complete Civil and Electrical Consultancy Charges as per scope of work given in Annexure-A and terms & conditions of the bid document.	Refer Annexure-A		
b)	Consultancy Charges – to be quoted in percentage and derive amount accordingly.			
	<b>Total</b>			

Figure in words \_\_\_\_\_

**Note: -**

1. L-1 shall be decided based on the estimated cost quoted by the Bidder and consultancy charges quoted after studying the Scope of work and site visit and after seeking clarifications in Pre-Bid Meeting.
2. The consultancy charges would be charged in terms of percentage of the actual value of the project completed and verified by ALIMCO or designated agency.
3. The consultancy charges/fee include all other expenses/overheads i.e., staying, travelling, contingencies etc.

4. The rate shall be quoted in words and figures for complete project. In case of contradiction between figures & figure in words, words will supersede.
5. The interim and final payment will be made as per the schedule of payment on submission of bill by Consultant after deducting the applicable taxes/statutory dues as per prevailing Govt. Rules.
6. All the columns shall be clearly filled in ink legibly or typed. The bidder should quote the number, rates and amount tendered by him/them in figures and as well as in words.

Alterations, if any, unless legibly attested by the bidder shall disqualify the tender. The bidder shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

\_\_\_\_\_  
**Signature & Seal of the bidder**



## ANNEXURE E

### FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT/PERFORMANCE GUARANTEE/ADVANCE

(To be executed by any Nationalized Bank in India, on a Rs. 200 non-judicial stamp paper under bank's covering letter mentioning address of the bank)

In consideration of M/s Artificial Limbs Manufacturing Corporation of India, hereinafter referred to as 'ALIMCO', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns having agreed to exempt M/s \_\_\_\_\_ (Name of the vender/supplier/contractor) hereinafter referred to as supplier/contractor which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with ALIMCO a sum of Rs. \_\_\_\_\_ towards security / performance guarantee in lieu of the said Supplier/contractor having agreed to furnish a bank guarantee for the said sum of Rs. \_\_\_\_\_ As required under the terms and conditions of contract / work order / purchase order no. \_\_\_\_\_ Dated \_\_\_\_\_ [hereinafter referred as the order] placed by ALIMCO on the said supplier / contractor.

We, \_\_\_\_\_ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay ALIMCO an amount not exceeding Rs. \_\_\_\_\_ on the demand made by ALIMCO on us due to a breach committed by the said supplier / Contractor of the terms and conditions of the order.

We \_\_\_\_\_ the bank hereby undertakes to pay the amount under the guarantee without any demur merely on a demand from ALIMCO stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto.

The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by ALIMCO without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We, \_\_\_\_\_ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of ALIMCO under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till ALIMCO certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

We \_\_\_\_\_ the bank, undertake to pay to ALIMCO any money so demanded notwithstanding any dispute or disputes raised by the said supplier / contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

We \_\_\_\_\_ the bank further agree that ALIMCO shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the ALIMCO against the said supplier / contractor and to forbear or enforce any of the terms and

conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of ALIMCO or any indulgence by ALIMCO to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us. Our liability under this guarantee is restricted to Rs.\_\_\_\_\_and shall remain in force up to\_\_\_\_\_unless demand or claim under this guarantee is made on us in writing within 3 months from the date of expiry viz.\_\_\_\_\_. We shall be discharged from all liabilities under this guarantee thereafter.

This guarantee will not discharged due to change in the constitution in the bank or the said supplier / contractor.

The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to Chairman & Managing Director, Artificial Limbs Manufacturing Corporation of India.

We,\_\_\_\_\_the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of ALIMCO in writing.

Signed on the\_\_\_\_\_day of

**Witness**

Signature for the Bank