

INVITATION OF EXPRESSION OF INTEREST (EOI)

CUM

REQUEST FOR PROPOSAL (RFP)

from

Public Sector Undertakings (PSUs) eligible as per GFR, 2017 Rule 133(3)

for

Selection of Project Management Consultant (PMC) for “**Construction of Biosafety Level-3 (BSL-3) Laboratory including furnishing, equipments etc. on turnkey basis at AIIMS, Rishikesh**”.

Tender No.: 08/EE/AC&R/2024-25



All India Institute of Medical Sciences Rishikesh 249203.

Office of Superintending Engineer, AIIMS Rishikesh.

Email: - eeacr@aiimsrishikesh.edu.in

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1) INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF NIT AND TO BE UPLOADED ON WEBSITE

The Executive Engineer (AC&R), AIIMS Rishikesh on behalf of Executive Director, AIIMS Rishikesh invites EOI cum RFP in two bid system (technical bid + price bid) from Public Sector Undertakings (PSUs) eligible as per GFR, 2017 Rule 133(3) for selection of Project Management Consultant (PMC) for “Construction of Biosafety Level-3 (BSL-3) Laboratory including furnishing, equipments etc. on turnkey basis at AIIMS, Rishikesh” having experience of similar works i.e. PMC / Execution Agency for “**Construction of Biosafety Level-3 (BSL-3) Laboratory**”.

The PMC shall be selected /appointed based on **Quality and Cost Based Selection (QCBS)** as per GFR 2017 Rule 192 and as defined in this document.

Estimated Project Cost	13.95 Crores (Civil work – Rs. 8.8 Cr. & Equipment – Rs. 5.15 Cr.)
Completion Time	15 Months from the date of award of work.
Earnest Money Deposit (in the form of DD / NEFT / RTGS / Bank Guarantee in favor of “Executive Director, AIIMS Rishikesh”.)	Rs. 3 Lakhs (Three Lacs only)
Bid Submission Start Date	07.12.2024
Date, time of Pre Bid Meeting	20.12.2024, 03:00 PM
Venue of Pre Bid Meeting	Office of Superintending Engineer, AIIMS Rishikesh
Original EMD Submission End Date, Time	07.01.2025, up to 03:00 PM
Bid Submission End Date, Time	07.01.2025, up to 03:00 PM
Technical Bid Opening Date	08.01.2025
Presentation of Concept Note	To be intimated later
Date of Opening of Financial Bid	To be intimated later

1. Last date of physical submission of original EMD is not applicable for the bidder who deposited EMD online in the Institute account within the period of bid submission. Bidder may deposit EMD in the following account number of the Institute: -
Account Number: 6189000100021125
Bank Name: Punjab National Bank
Branch Name: Barrage const. Div., Pashulok, Rishikesh (Dehradun)
IFSC Code: PUNB0618900
2. The intending bidder must read the terms and conditions of EOI cum RFP carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. This information and instructions for bidders posted on website shall form part of bid document.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsrishikesh.edu.in or <https://eprocure.gov.in>

5. But the bid can only be submitted after deposition of original EMD in the office of Executive Engineer (AC&R) within the period of bid submission and uploading receipt for deposition of original EMD in the office of Executive Engineer and other documents as specified.
6. Those bidders are not registered on the website mentioned above, are requested to get registered beforehand.
7. The intending bidder must have valid class-III digital signature to submit the bid.
8. On opening date, the bidder can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
9. All the bidder(s) should upload eligibility documents in the form of PDF only.
10. Contractor must ensure to quote rate in the prescribed columns meant for quoting rate in figures. However, if a bidder quotes nil rates against each item in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest bidder.
11. The bidder shall pay the respective amount of Bid Security (EMD) as mentioned in table by DD / NEFT / RTGS / Fixed Deposit/ Bank Guarantee in favor of "Executive Director, AIIMS Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at AIIMS Rishikesh and must be valid for 135 days from last date of submission of Bid (Bid validity period – 90 days + 45 days beyond bid validity period). The EMD shall be scanned or uploaded to the CPP Portal website within period of bid submission. The original EMD should be deposited in the office of EXECUTIVE ENGINEER (AC&R) within due date mentioned in the NIT. EMD receiving authority shall issue receipt of deposition to the bidder in prescribed format. Bid received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage.
12. Earnest Money deposited with AIIMS, Rishikesh in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.
13. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false. Note: - The bidder seeking EMD Exemption must submit the valid supporting document for the relevant category as per tender document. Under MSE category, only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this policy.
14. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract with successful bidder.
15. The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within fifteen (15) days from the date of award of this tender in his favour and also required to furnish the performance security plus security deposit @ 10% of contract value in the form of Fixed Deposit/Bank Guarantee from any Nationalized/Schedule bank duly pledged in favour of "Executive Director,

AIIMS Rishikesh” & payable at Rishikesh only and must remain valid for a period of 6 (Six) months beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP). The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited automatically without any notice to contractor and award of tender in successful bidder favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The bidder whose bid is accepted will also be required to furnish either copy of applicable licensee / registration etc.

16. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 90 (Ninety) days from the date of opening of technical bid and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the AIIMS shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
17. Only Authorized signatory will be permitted to sign any type of documents.
18. The soft copies of documents uploaded by contractors on CPP Portal.
19. If uploaded scanned documents/tender form are not downloaded successfully, due to any technical error/corrupt files then AIIMS Rishikesh will not be liable.

2) CPWD – 7

**GOVERNMENT OF INDIA
AIIMS Rishikesh**

Percentage Rate Tender & Contract for Works

Tender for the work of: - **“Construction of Biosafety Level-3 (BSL-3) Laboratory including furnishing, equipments etc. on turnkey basis at AIIMS, Rishikesh”**

- (i) Last date to be uploaded by 15:00 Hours on 07.01.2025 at <https://eprocure.gov.in>.
- (ii) To be opened in presence of tenderers who may be present at 15:00 Hours on 08.01.2025 in SE office, AIIMS Rishikesh.

TENDER

I/We have read and examined the notice inviting tender, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Executive director of AIIMS within the time specified in EOI cum RFP and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred in EOI cum RFP.

We agree to keep the tender open for Ninety (90) days from the date of opening of technical bid and not to make any modification in its terms and conditions.

A sum of **Rs 3,00,000.00** is hereby forwarded in NEFT / RTGS /fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/ bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in NEFT / RTGS /fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said Executive director of AIIMS Rishikesh or his successors, in office shall without prejudice to any other right or remedy to take action, Further, if I/We fail to commence work as specified, I/We agree that Executive director of AIIMS Rishikesh or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said the performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained in EOI cum RFP.

Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of

Department, then I / we shall be debarred for tendering in AIIMS, Rishikesh in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated: -

Signature of Contractor: -
Postal Address: -

Witness: -
Address: -
Occupation: -

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of the Executive director, AIIMS Rishikesh for a sum of Rs.
.....(Rupees.....
.....).

The letters referred to below shall form part of this contract / agreement:-

- (a)
- (b)
- (c)

For & on behalf of Executive director
Signature

3) EVALUATION CRITERIA:

Quality and Cost Based Selection (QCBS) as detailed,

1. Minimum Eligibility Criteria:

The Bidder who fulfill the following minimum eligibility requirements shall be eligible to bid. Ineligible bids shall be rejected outrightly and no further action/technical consideration shall be given to such bids:

Sr. No.	Criteria for Evaluation of Eligibility	Submittals / Proof
1	The bidder must be a Central / State PSU, Government of India Enterprise, registered in India under the Indian Companies Act 1956/2013.	Certificate of Incorporation / Registration Certificate
2	The bidder should have experience of executing similar works (" completed " / " ongoing ") as PMC / Execution Agency in Government / Govt. agencies/Govt. autonomous bodies/ Govt. Institute during the last Seven years last day of the month previous to the one in which EOI cum RFP published, i) At least one similar work of value not less than Rs. 11 Crore or ii) Two similar works of value not less than Rs. 8 Crore each, or iii) Three similar works of value not less than Rs. 6 Crore each. "Similar work" shall mean "Construction of Biosafety Level-3 (BSL-3) Laboratory"	Copies of work completion certificates (for completed works) / Certificate from client stating that the work started at site (for ongoing works) and Copy of Contract Agreement/Work Order in respect of execution / completion of similar works.
3	The bidder should have an average annual financial turnover, from consultancy net fee of not less than Rs. 20 Lakhs per year during the last three financial years ending March 2024.	Certificate from CA.
4	The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets.	Certificate from CA.
5	Any bidder, which has been either (i) barred/blacklisted/put on Holiday or (ii) Contract discontinued / terminated / scope curtailed due to non-performance /restricted due to non-performance / unsatisfactory performance of assigned projects by any State Government (SG) or Union Territory (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI or any of the	Enclose the notarized certificate in this regard.

	Universities of SG/UT/GoI as on bid due date or pending investigations, will not be eligible to participate in this bid.
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2. The bidders fulfilling the minimum eligibility criteria will be notified of the date and venue for the presentation to be presented before the Consultancy Evaluation Committee (CEC) constituted by the Institute. The qualified bidder will cover the aspects mentioned under stage B of Technical Bid in their presentations.

3. Evaluation of Technical Bid

The duly constituted Consultancy Evaluation Committee (CEC) shall evaluate the **technical bids (Stage A + Stage B)** on the basis of their responsiveness to the parameters mentioned below and by applying the evaluation criteria. The bid shall be evaluated as per the following criteria,

Stage	Sr. No.	Parameter	Evaluation Criteria		Maximum Score	
Stage A	1.	Average Annual Turnover, from consultancy fee, for three financial years 2021-22, 2022-23, 2023-2024	(i) > Rs. 60 Lakh.	10 Marks	10	
			(ii) > Rs. 40 lakh up-to Rs. 60 Lakh	7 Marks		
			(iii) >Rs. 20 lakh up-to Rs. 40 Lakh	4 Marks		
			(iv) Rs. 0 to Rs.20 Lakh.	0 Marks		
	2.	Valid ISO Certification	5 marks if PMCs/PSUs fulfils the criteria otherwise zero mark.		5	
	3.	MoU Rating	(i) Excellent (At least 3 years)	5 Marks	5	
			(ii) Very Good (At least 3 Years)	4 marks		
			(iii) Good (At least 3 Years)	3 Marks		
			(iv) Below Good	0 Marks		
	4.	Min. Qualification: Bachelor's Degree in Engineering The Engineers and Architects required/ mentioned should be Regular Employees on Permanent Pay Roll of the bidder	Employee strength in Organization			10
			a) Civil Engineers (Max 2 Marks)	> 20 Nos.:	2 Marks	
				10 – 20 Nos.	1 Mark	
				< 10 Nos. :	0 Mark	
b)Electrical Engineers (Max 2 Marks)			> 10 Nos.:	2 Marks		
			10-5 Nos.:	1 Mark		
			< 5 Nos. :	0 Mark		
c) Architects (Max 2 Marks)			> 3 Nos. :	2 Marks		
			3-1 Nos. :	1 Mark		
			< 1 Nos. :	0 Mark		
d)Mechanical Engineers / HVAC Engineers (Max 2 Marks)			> 10 Nos. :	2 Marks		
			10 -5 Nos. :	1 Mark		
	< 5 Nos. :	0 Mark				

		e) Bio Medical Engineers (Max 2 mark)	> 3 Nos.	2 Marks	
			3-1 Nos.	1 Mark	
			< 1 Nos.	0 Mark	
	5.	Experience of the Firm			
	5.a.	Cumulative value of similar projects completed (each project not less than Rs. 8 Crores) during last 07 years last day of the month previous to the one in which EOI cum RFP. “Similar work” shall mean “Construction of Biosafety Level-3 (BSL-3) Laboratory”	(i) Upto Rs. 8 Cr.	0 Marks	20
			(ii) > Rs 8 Cr. Upto Rs. 16 Cr	5 Marks	
			(iii) > Rs 16 Cr Upto Rs. 24 Cr.	10 Marks	
			(iv) > Rs 24 Cr Upto Rs. 32 Cr.	15 Marks	
			(v) > Rs. 32 Cr	20 Marks	
	5.b.	Cumulative value of Similar projects Ongoing (each project not less than Rs. 8 Crores) during last 07 years last day of the month previous to the one in which EOI cum RFP. “Similar work” shall mean “Construction of Biosafety Level-3 (BSL-3) Laboratory”	(i) Upto Rs. 8 Cr.	0 Marks	10
			(ii) > Rs 8 Cr. Upto Rs. 16 Cr	3 Marks	
			(iii) > Rs 16 Cr Upto Rs. 24 Cr.	6 Marks	
			(iv) > Rs 24 Cr Upto Rs. 32 Cr.	8 Marks	
			(v) > Rs. 32 Cr	10 Marks	
Technical Score (Stage-A)					60
Stage B	Technical presentation Approach and methodology, Understanding of Project, planning & scheduling and presentation on Concept Design and execution plan (based on the presentation made before CEC)	1.Explanation of proposed Conceptual Layout, consideration of “Box in Box” principle, Equipment layout, Effluent Decontamination System, Personal & Material movements, Process flow of BSL-3 Lab certification, List of various SOP’s to be followed, Engineering controls etc. in compliance with Regulations / Standards / Guidelines of RCGM - DBT for biosafety approach. 2. Approach to complete the Project within the estimated Cost with detailed cost break-up proposal. 3. Approach to complete the Project within the estimated timeline - Schedule for completion of		40 Marks	40

	project timeline/ execution / methodology.		
	4. List of statutory approvals like Building Plan Approval, Fire NOC, PCB etc. and explaining proposed layout is in compliance with Regulations / Codal provision like NBC, Local Bye-laws.		
	5. Team strength to deputed at site for monitoring of the project.		
Technical Score (Stage-B)			40
Total Technical Score (Stage-A + Stage-B)			100

1. The Technical Evaluation shall be carried out based on the signed documents submitted by the bidder for technical bid.
2. The evaluated Bid will be given a Technical Score (TS). The minimum technical score required to qualify technical evaluation is 70%. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. Institute will notify bidders who fail to score the minimum technical score and the Financial Bids of such failed bidders will not be opened.
3. Institute will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids. The notification will be displayed on the Institute website and will be sent by the electronic mail on the email-id provided by the bidder.

4. Opening and Evaluation of Financial Bid

The Financial Bids will be opened only of those bidders who secure 70% marks and above in technical bid and each is termed as Technically Qualified Bidder (TQB). The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services and should be stated in percentage (%) only on the actual project cost or estimated project cost, whichever is lower. The financial bid is excluding GST as applicable.

5. Award of contract: Selection of Bidder for Award of Work: The final selection of the bidder for the award of work will be based on the scores secured in the Technical Bid and the price quoted in the Financial Bid as detailed below:
 - i. 70 % weightage will be considered for Technical Score (TS) obtained in the Technical bid.
 - ii. 30 % weightage will be considered for the price quoted by the bidder in the financial bid, this will be termed as Financial Score (FS).
 - iii. Financial score of the proposals will be determined using the following formula:

$$FS = 100 \times (FL/F)$$
 Where,
 "FS" is the financial score of a bidder,
 "FL" is the lowest Financial Proposal among all TQBs and
 "F" is the financial proposal of the particular applicant (bidder).
 - iv. For the purpose of calculation of Composite Score (CS) for each bidder, the weightage shall be 70 % for the Technical Score (TS) and 30% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$CS = 0.70 \times TS + 0.30 \times FS.$$
 The TQBs will be ranked accordingly to their Composite Scores and will be listed in the order of merit as H1, H2 and H3 and so on. The top scorer bidder (H1) shall be eligible for the award of the work as PMC.

- v. Even though a bidder may satisfy the above requirements, the bidder would be liable to disqualification if it has:
 - a. Made misleading or false representation or deliberately suppressing the information in the forms, statements and enclosures required in the pre-qualification document.
 - b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
- vi. The decision of the CEC shall be final and binding on all the bidders in all respect.
- vii. The decision of the Institute authorities shall be final and binding on all in all respect.

4) SCOPE OF THE WORKS AND RESPONSIBILITIES OF PMC:

1. SCOPE OF THE WORKS: -

Construction of BSL-3 lab as a separate building (G+1) with total built-up area of 700 sqm and required laboratory equipments, furnishing etc. on turnkey basis for fully functioning of laboratory.

- a. RCC framed structure building including Civil works.
- b. Internal Modular clean room panel Partition.
- c. Internal & External Electrical, UPS Systems.
- d. PHE, Fire-fighting & Fire Alarm PA system, HVAC & BMS, IT Communication systems & Surveillance, Door Interlock & Access Control System, Lifts, Air Compressors etc.
- e. Furniture, signages and external development works etc.
- f. Equipments like Pass box, Hot water shower system, Autoclave, Effluent Decontamination system, Furniture, Laboratory Work Station, Eye wash, Hand Wash Stations, Bio Safety Cabinets etc.
- g. Laboratory testing, commissioning, validation and BSL-3 certification from DBT/RCGM.
- h. Obtaining approval from all local authorities as well as statutory authorities for Structure, Electrical, Fire, Lift, BSL-3 Lab certification etc.
- i. Operation and CMC for 5 years for infrastructure works (incl. Defect Liability Period of 12 months).
- j. The laboratory equipment shall have 5 year warranty and 5 years of CMC.

Tentative list of Equipment		
S. No	Name of Equipment	Quantity
1	Liquid Handling System	1
2	Surface Plasma Resonance System	1
3	HPLC	1
4	Ultracentrifuge Floor Model	1
5	CO2 incubator	1
6	Liquid Nitrogen Can – 47L capacity	1
7	Real-Time(Q) RT-PCR Machine	1
8	Gel electrophoresis & documentation unit	1
9	Pan electronic weighing balance	2
10	Unichannel & Multichannel Pipettes	2 sets each
11	ELISA Plate Reader	1
12	ELISA Plate Washer	1
13	Freezer -70 X 2	4
14	Freezer -20 X 1	4
15	Thermo-cycler	2
16	Incubator	1
17	Autoclaves (Steam Jacketed & Vertical)	2
18	Millipore Positive Pressure Filtration/ Water Purification System	1
19	Liquid Nitrogen Can – 33L capacity	1
20	Inverted Microscope	1
21	Centrifuge-Refrigerated high speed	2
22	Centrifuge – Non-Refrigerated	2
23	Refrigerator – 4°C – Double Door	2

Note: - The above mentioned scope of work and list of equipments are tentative only. If any additional scope of work / equipment / accessories / furnishing etc. are necessary for the full functioning of BSL-3 lab is deemed to be considered in the scope of work.

RESPONSIBILITIES OF PMC: -

1. Subsequent to signing of the agreement, the PMC shall take possession of site from the Institute and shall nominate a responsible Engineer for execution of the project under intimation to the Institute.
2. A conceptual planning, designing of the project shall be done by the PMC as required by Institute. The PMC shall prepare a preliminary estimates, conceptual architectural scheme and service drawings required for Bidding purpose of the Project after getting the concept and specifications approved from Institute.
3. While detailing the scheme, PMC shall provide only those requirements, which can be accommodated within estimated project cost, as per priority decided mutually between the Institute and the PMC.
4. PMC shall prepare preliminary estimates of cost of the various items of activity as required by Institute on CPWD plinth area rates and market rate analysis for items which are not included in CPWD, PAR, to be worked out as per standard methods (where ever applicable).
5. PMC shall supervise the works at approved preliminary estimate of cost. In any case at detailed design/ execution stage, there will not be any increase in this approved preliminary estimate cost.
6. PMC shall prepare the tender documents comprising the technical specification, General Terms and Conditions, Special Conditions etc. for inviting tenders and appointing contractors.
7. The PMC shall invite tenders from the contractors/agencies meeting pre-qualification criteria for different packages for completion of the project.
8. PMC shall be wholly responsible for any observations/ comments/ defects pointed out by C.T.E / C.V.C / C.A.G in the planning and procedures of execution of this project.
9. PMC shall be fully responsible for the timely completion, the quality, any delay caused and structural safety of the construction. Any defects discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor.
10. The PMC shall unless otherwise specified be fully responsible for procurement of all materials and services for the Construction activity.
11. During the various stages of execution, PMC shall submit monthly progress reports with site photographs to the Institute.
12. For any unforeseen expenses in the project, it has to be approved by the Institute, separately.
13. PMC shall execute the work from concept to completion as per scope of work given by Institute and complete it within a period mutually agreed between the parties.
14. The PMC as an Executing Agency for the project shall carry out the entire planning and construction of the Project for the intended use of the Institute including its project management, supervision and related services.
15. PMC has to complete the work within the estimated project cost.
16. Based on the requirements and scope of work given by Institute, PMC shall submit preliminary drawings to Institute for approval.
17. Based on approved preliminary drawings, PMC shall submit preliminary estimate of the work to Institute for approval.
18. PMC to forward draft tender copy to Institute before issuing notice inviting tender (NIT). The suggestions of Institute will be considered by PMC for incorporating in the Tender document.

19. PMC will prepare and submit various detailed architectural drawings and service plans to Local Bodies whose approvals are required before taking up the construction work.
20. PMC shall complete the work within a period of 15 months. The completion time shall be reckoned from the date of award of work.
21. PMC shall submit the program for completion of work as per approved preliminary drawings and preliminary estimate to Institute for approval.
22. For executing contract, PMC shall ensure the following important provisions to be considered while framing estimate, preparing NIT etc.: -
 - a. Enabling estimate can be submitted as per Institute requirement for carrying out pre-construction activities wherever required for conceptual planning purpose to assess the precise requirement of the scope of work.
 - b. The PMC Architect shall prepare the concept design, preliminary drawings and specifications based on detailed requirements of the work, in consultation with the Institute before preparation of Preliminary Estimate.
 - c. Soil investigation report shall be appended in the notice Inviting Tender for indicative purpose only.
 - d. The responsibility of investigations, designing, planning, procurement, construction, safety, quality, and risk of engineering lies with the PMC.
23. Any PMC activity not specifically mentioned here but required to complete the project is deemed to be included in the scope of work. Issues of Completion Certificate, handing over of Buildings and services to Institute up to satisfaction of end users of the Institute are included in the Scope of work of the PMC.

24. Pre-Construction Stage

Architectural Consultancy:

Scope of work:

- a. Taking client's instructions and preparation of plan-design brief accordingly.
- b. Site evaluation, analysis and impact of existing and/or proposed development on its immediate environs.
- c. Design and site development.
- d. Preparation of Structural design drawings. Proof checking of drawings need to be done from IIT/NIT.
- e. Sanitary, plumbing, drainage, water supply and sewerage design.
- f. Electrical, Electronic, communication system and design.
- g. Heating, ventilation and air conditioning design (HVAC) & BMS and other mechanical system.
- h. Elevators, escalators, etc.
- i. Fire detection, fire protection, lightning arresters and security system etc.
- j. Interior architecture
- k. Roads, pathways etc.

Data collection:

- a. Ascertain client's requirements, examine site constraints & potential.
- b. Study of existing infrastructure, accessibility, circulation pattern.

Preliminary design and drawings:

- a. To prepare the concept drawings, preliminary drawing, sketches etc. of the buildings etc. for the client's approval along with preliminary estimate of cost on area basis.
- b. The Architectural preliminary design documents shall include: Site plan & landscape plan, building floor plans, Sections and Elevations, Preliminary details, enlarged plans, Preliminary Specifications, 3D rendering etc.

- c. The Engineering Preliminary design documents shall include: Electric supply including source and distribution, water supply including source and distribution, Energy saving planning strategies for HVAC, firefighting, sub-station., Rain water harvesting/water conservation/recycling of water etc., waste water & solid waste disposal, solar energy system installation & planning, appropriate parking space.
- d. PMC has to prepare the location plan (in consultation with Institute) for the particular project to be executed as per the Institute assignment and superimpose the same in the Institute Master Plan and submit the same to the Institute in hard and soft Copy (editable format, preferably AutoCad) for approval.

Drawings for Approval of client and statutory bodies:

- a. To prepare drawings necessary for clients/statutory bodies approvals
- b. Ensure compliance with relevant national codes, standards and legislation, as applicable.

Working Drawings and Bid Documents:

- a. To prepare working drawings, specifications and schedule of quantities, necessary for preparing the bid documents in accordance with the standard norms.
- b. Bid documents including the detailed estimate, Specifications & BOQ etc. prepared by the PMC must be duly vetted and audited by the competent Technical personal of the PMC or any other govt. organization/CFIs (through the PMC), before submitting to the Institute.
- c. The PMC will do pre-bidding activities like preparation of notice inviting bids, giving wide publicity of bids, floating of bids (online), online receipt of bids and opening of bids, as per norms of CVC/CPWD guidelines and by the procedures of that PMC. However, PMC are required to keep updating the Institute in writing about each of the above activities.
- d. The PMC will float the bids(online), and update award the work to the successful bidder for its execution as per terms of the agreement to be executed between PMC and the successful bidder.
- e. The PMC will also carry out the Site survey and soil investigations in consultation & prior intimation to Institute authority.
- f. The PMC has to take approval from local statutory bodies/ Forest Dept. etc. (as required) and intimate Institute about the status of approval.
- g. The PMC will submit the Good for Construction (GFC) drawings in Seven sets for approval to the Institute before starting the construction work of each assigned project.
- h. GFC drawings will also include the Mechanical, Electrical & Plumbing (MEP) drawings, external development details, drawings & documents etc. and all required Architectural drawings duly approved by local statutory bodies (if required), structural drawings- proof checked/vetted by IIT / NIT.
- i. The Institute will issue the GFC drawings to the PMC (retaining two sets with Institute) for its execution.

25.Planning and Co-ordination

- a. The PMC will do execution planning work, resource planning, scheduling and implementing construction programs to complete the project in time. Ensuring proper quality control and safety practices (in the planning and coordination phase, the PMC should develop safety procedures as per (Occupational Safety and Health Administration) OSHA or any other prevailing & relevant body. These should then be implemented during construction).
 - i. Documentation of all project related matters.
 - ii. Preparation of periodical reports relating to time, cost and quality.
 - iii. Manage the contracts according to the Conditions of Contract.
 - iv. Preparation of monthly progress chart and cash flow statement for each project separately, for the Institute.

26. Construction Supervision

- a. Deploy requisite number of qualified and experienced Engineers and Architects in the relevant field at site to supervise the day-to-day works and also to monitor all Architectural progress of works as per approved drawings, construction procedures, quality control in house and also third- party testing.
- b. During construction, the PMC shall be required to set up site laboratories for effective quality control.
- c. The PMC shall ensure safety practices and quality in day-to-day work as per specifications and standards.
- d. The PMC should provide a monthly update on the progress of work and expenditure to Institute and review the completed tasks and detail specific steps and measures to be implemented for tasks with delays in schedule.
- e. Check all the measurements recorded in the Measurement books by contractor at site with respect to approved drawings and certify the accuracy.
- f. Check the bills submitted by the contractor and certify its accuracy.
- g. To make all correspondence with the contractors for proper execution of work as per vetted GFC drawings submitted by PMC and issued by the Institute.
- h. Co-ordinate with all agencies working at site and liaise with local authorities for obtaining appropriate permissions / commencement certificates, etc.
- i. Conduct frequent periodic meetings with the contractors.
- j. The testing of materials, design mix, any other test to be carried out, for quality control during construction of the project, must be done as per the relevant Indian standard (IS) codal provisions.
- k. The PMC will be solely responsible for any deviation in the work executed under its PMC project. For execution of any extra / additional items, PMC can get the job executed up to the sanctioned cost, However PMC has to seek prior approval from Institute before taking up such extra/deviated work/ job.
- l. For the assigned projects, the PMC shall provide the required information in the format desired by funding/financing agencies, statutory/ Government bodies (like ICMR / DHR etc.) from time to time.
- m. The PMS shall intimate to Institute about the physical and financial progress of project works, including bar charts, at monthly intervals. The PMC shall inform the client after making payment to the Contractors or any other Agencies for the executed works mentioning in monthly fund utilization certificate.
- n. The PMC shall conduct all the procedures of mandatory tests as well as random tests, checks as per the CPWD specifications/BIS standards, so as to comply with requirement of authorities like CTE/CVC or any other agency(s) of the government of India as and when required by auditors of C&AG.
- o. The PMC shall coordinate with contractors and rendering technical advice to the client; Holding periodic Progress Review Meetings and sorting out problems arising if any due to any action of the Client and/or by the Consultant.
- p. PMC has to execute the work without any Deviation in drawing, design, specification, quality, quantity and without any cost & time escalation. In case of inevitable and non-avoidable situation, the prior permission/direction of the client/ Institute will be must.
- q. In case the above permission/ direction is granted to the PMC, then the PMC shall keep a close watch on deviations during execution by way of Extra items, substituted items and Deviations in Quantities of Schedule items. The PMC shall also fix the Rates for items/quantities covered by Deviation orders as per the contract condition between contractor and the PMC. Institute /Client is to be informed timely by the PMC prior to issue of necessary revised expenditure sanction when ever found necessary.
- r. Granting Extension of Time to the Contractor (only after permission from the client is

obtained) for the completion of Works, with or without Liquidated Damages, subject to keeping the Client informed the same with full details including the effect on Cost escalation, if any.

- s. Settling the Claims/disputes, if any, made by the Works Contractors, where there is disagreement between the PMC and the Works Contractor, such disputes shall be referred for Arbitration by an Arbitrator as provided for in the Works Contract between Consultant and the contractor. All amounts payable to the contractor on his claims decided by the arbitrator and agreed to by the contractor will be charged to the cost of works. For such situation the PMC has to seek prior permission from the Client.
- t. The PMC shall obtain the necessary clearance from the Agencies/Departments/Local Bodies/ Forest/ Fire safety Department etc. concerned and for taking completion certificates for the occupation of the Completed works.
- u. The scope of work given above is purely indicative. Any other services required to be rendered in connection with the execution of the Work, shall be provided by the PMC as advised by the client from time to time during the agreement period.
- v. The PMC shall scrutinize and approve the contractor's safety management manual and ensure its implementation in the project.
- w. It will be compulsory for the PMC to place at site, full time qualified engineers/architects throughout the period of execution of works. Graduate / Diploma engineers/architects will be considered as qualified engineers. PMC is expected to ensure that men of proven ability and adequately qualified are only employed at site and they work diligently.
- x. In case, Client finds that the Engineers deployed are not up to the mark, then the PMC will have to withdraw and replace such person(s) from site. Client reserves the right to remove such personnel and ask for a substitute of required caliber. Client reserves the right to panelize the consultant for such undesirable deeds. In case any engineer/s resigns from service then the PMC shall immediately provide a substitute of equivalent caliber at site.
- y. The PMC will ensure safety of structure by taking necessary precautions by not allowing excessive construction load on floor and shall avoid such other factors which will endanger the safety of structure during construction.
- z. The PMC has to ensure that the construction activities do not adversely affects/hinders the Institute routine working. Also to ensure that the construction site Roads are not damaged & creates obstacles for trespassers/users of Institute.
- aa. The location of Plant/machineries/materials dumping yards/hutments etc. are to be properly planned for construction sites and located at the site approved by the Institute /Client in writing.
- bb. The security of the materials etc. during storage and construction will be sole responsibility of the PMC / contractor and Institute shall not provide any security at the construction sites etc.

27. Post Construction: (to be ensured by the PMC)

- a. Ensure proper commissioning and handing over for occupation for the completed project in all respect including external development, approach roads from main road, drainage, safety certificates (structural stability & Fire safety etc) and other as per standards etc.
- b. Ensure maintenance during the defect liability period (12 months) after successful handing over the completed project to the Institute/client.
- c. The PMC will be solely responsible for any financial, technical and legal issues related with the construction project entrusted to that PMC.
- d. The PMC will submit all relevant final drawings (as built drawings) in 3-sets after completion of the project to the Institute.
- e. The PMC will also submit the Guaranty/Warranty related documents for the accessories, equipment, appliances, fixtures, fittings etc. installed/fixed in the completed projects.
- f. The PMC will hand over a certified copy of the material testing report, design mix report,

any other tests carried out as per the relevant IS code provisions, Safety certificate for the completed projects to the Institute.

- g. The PMC shall be responsible for the structural stability, quality and aesthetics of the buildings/ structures/projects. The PMC shall submit to the Institute a Certificate in this regard by a Structural Consultant (registered practitioner) with at least M.Tech. qualification or not below the rank of Executive Engineer in PMC/Govt organization.
- h. The PMC shall be directly and fully answerable to the CVC/legal issues/Audit etc. concerned. The PMC shall also be technically legally and financially responsible for the work executed/ executing that has been entrusted by the Institute to PMC.
- i. Attending the inspection of the works by chief technical examiner (CTE) or any other agency(s) of the government as and when required and complying with their statutory requirement and effectively arrange for replying to their observations.
- j. Setting all audit objections pertaining to the project execution work/construction works/related works, under the scope of PMC to their satisfaction.
- k. Furnishing replies to the audit queries raised by the C&AG auditors, Ministries etc. from time to time, pertaining to the scope of PMC's services to their satisfaction at any/all times.
- l. Complete construction management of contract with the Works Contractor till the expiry of the Defect Liability Period and releasing of payment of final dues to the Contractor by PMC by issuing satisfactory completion certificate after intimation to Institute and giving two months' time for Institute comments.
- m. Collect and deliver to the Client, Guarantee Bonds executed by the Contractor for Specialized items of Works (if applicable as per the provisions of contract between contractor and the PMC) such as Waterproofing of structures, termite Proofing of Structures, flooring work, plinth protection, etc. which involve the Defect Liability extending well beyond the normal Defect Liability Period of structures. Collect and deliver to the client, Insurance Policies, if any, of works still valid at the time of handing over of works/projects.
- n. The PMC shall also perform post construction activities including inspecting the defective works for their rectification during the Defect Liability Period.

5) RESPONSIBILITIES OF THE INSTITUTE

- 1. The Institute shall demarcate and make available the site for the project. However, PMC will make all communications to obtain approval for building plan approval, fire safety and from forest departments etc. to clear the site.
- 2. The Institute shall exercise its responsibility of the Project by signing the drawings required for Statutory Authorities and also by giving necessary authorization to PMC to secure approvals from local bodies of statutory authorities for the planning, construction as contemplated in this agreement from time to time. However, the Institute shall help the PMC to the extent of writing letters to local bodies regarding getting such approvals.
- 3. Institute or any person authorized by them may inspect and check the "Construction Work" from time to time to see that the project / various buildings are being constructed as per drawings & specifications as provided in the approved Estimate. If during the inspection, any defects or variation without the written request of the Institute are found shall be rectified by the Execution agency at their own cost.
- 4. Institute shall release the funds/payments promptly to ensure that the progress of work should not hamper due to non-availability of fund.
- 5. Institute shall permit and allow with payment/charge for use of electricity & water for construction activities.

6) PAYMENT MODE

1. Institute will deposit up to 33-1/3% of the estimated project cost, as initial deposit with PMC. Out of 33-1/3% as above, first installment of 10% will be deposited at the time of award of the works and balance 23-1/3% amount will be deposited after PMC has successfully tendered and before award of work to contractor. For the above demand, the PMC shall raise the demand note to Institute.
2. Thereafter, the expenditure incurred will be reimbursed through demand notes submitted by the Project Management Consultant simultaneously with rendering of monthly accounts on the progress of work. The deposit of 33-1/3% deposited as advance (as mentioned above) should be retained by the Project Management Consultant for adjustment against the last portion of the estimated expenditure.
3. PMC will submit the demand note for release of funds well in advance to enable Institute to process the proposal of the payment and make the payment to the Project Management Consultant to avoid any delay in executing the work due to nonpayment.
4. The Project Management Consultant shall open a separate interest bearing flexi account in a Nationalized Bank and the funds released by the Institute for the project shall be deposited in the said Bank account by the Project Management Consultant. The Interest earned in the account shall be credited to the Institute. The Institute shall make the funds available to the PMC as deposit, as per CPWD norms and as per physical and financial progress of the work/availability of funds with the Institute. The PMC shall not divert funds deposit by Institute to any other account or for any other purpose and shall only be utilized for the project purpose. The Institute shall only make/release payment to the PMC and not to any of the contractor(s) engaged by the PMC for the project work. The Project Management Consultant shall submit Monthly physical and financial progress report along with bank statement to the Institute.
5. PMC shall submit the details of the expenditure incurred (as deposited with the PMC by the Institute), after the work/project is complete in all respect and handed over to the Institute. PMC shall ensure taking performance BG (10% of the value of the executed project) from the contractor after completion of work/project and before release of final payment.
6. After the above step is complete and after successful & satisfactory completion of Defect Liability Period of one year or so (as per the agreement), the PMC shall send a written statement to Institute, stating that no defects & liabilities are pending for the concerned executed project/work. The Institute if agrees with above statement, then PMC shall process to release the performance BG (%10 as above) to the contractor.
7. During the execution of projects, expenditure and utilization certificate will be forwarded by PMC in an approved CPWD format on monthly basis to the Institute or in any other manner as sought by the Institute or by financing/ funding agency, from time to time.

7) PMC CONSULTANCY CHARGES PAYMENT TERMS

Project Management Consultant, shall debit the consultancy fee charges from the deposited funds in Project Account as per following payment terms only upon submission of Tax Invoice and after approval of Institute:

Design and Detailed Engineering

- | | | |
|------|--|-----|
| i) | Preparation of preliminary estimate including contingency (Based on CPWD plinth area rates norms of Project, Phase requirements of funds, schedules for construction in the form of Report) for civil works & equipments. | 5% |
| | Preparation of detailed Architectural, Civil and Structural engineering drawings based on the conceptual basic drawings for civil works & equipments. | 5% |
| ii) | Preparation of detailed engineering drawings for internal services like water supply, sanitary installation, air-conditioning & electrical works based on the conceptual plans and basic drawings prepared for the project for civil works & equipments. | 10% |
| iii) | Preparation of Bill of Quantities, Technical specifications and tender documents for civil works & equipments. | 10% |
| iv) | Preparation of submission drawings and statutory approvals/certificates from Local governing bodies /Authorities for civil works & equipments. | 10% |

SUB TOTAL **40%**

Project Management Services

- | | | |
|------|--|-----|
| i) | Pre-qualification of Contractors, issue of tenders receipt, technical and financial scrutiny and placement of orders for civil works & equipments. | 20% |
| ii) | Supervision of work of the Contractors, Quality control, checking/verification of their monthly running and final bills, validation facilities for civil works & equipments. | 30% |
| iii) | Submission of As-built drawings, on handing over of complete Lab to the Institute, on receipt of certification of BSL-3 Lab. | 10% |

SUB TOTAL **60%**

Grand Total = (40% + 60%) **100%**

8) COMPLETION OF THE PROJECT

- The date of start of the work shall be reckoned from the date of award of work.
- The work shall be completed in all respect within a period of 15 months for the date of award of work.
- PMC shall ensure observance of all labour and other laws applicable including all statutory compliances related to tax etc. including payment of compensation to worker in case of any mis-happening in the matter and shall indemnify and keep indemnified the Institute against effect of non-observance of any such laws.
- PMC shall submit completion report with drawings and maintenance schedules to the Institute within 60 (Sixty) days of completion of work.
- The defect liability period of this project shall be 12 months from the date of successful handing over of the complete Laboratory to the Institute. PMC shall be responsible for satisfactory rectification of defects.

9) LIQUIDATED DAMAGES

- a. PMC shall be required to complete the construction of Project within the period stipulated. In case of delay, which may occur due to the reasons beyond the control of PMC, PMC would intimate and obtain the approval of the Institute with full details of extension in time limit for completion of the works and keeping the contract alive.
- b. If the delay in completion is solely attributable to the PMC, the PMC shall be liable to pay as damages to Institute a sum calculated @ 0.5% (Zero-point Five percent) of the total consultancy charges for each week of delay, subject to a maximum of 10% (Ten percent) of the total consultancy charges.
- c. In the event of delay due to Force Majeure causes resulting in the extension of the completion schedule for a length of time equal to the period of force majeure, PMC shall not be entitled for extra payment.

10) ARBITRATION

Settlement of Disputes:

- A. The parties shall use their best efforts to settle all disputes amicably as arising out of or in connection with the Tender/Contract or the interpretation thereof. Executive Director, AIIMS Rishikesh will be the sole authority for settling the disputes amicably. If the same is not settled within Thirty days, the disputes settlement shall be done by the sole arbitrator as may mutually agreed by both the parties who will decide the case in accordance with and as per the provision of the Arbitration and Conciliation Act 1996 (as amended from time to time) and venue of such arbitration shall be AIIMS Rishikesh.
- B. Notwithstanding anything contained in pre-para, Arbitration and settlement of disputes shall be done through the applicable Govt. of India policy i.e; – Administrative Mechanism for Resolution of Disputes (AMRD) as amended from time to time in case of successful bidder happens to be a Govt Organization.
- C. Competent Court in Rishikesh/Uttarakhand shall have an exclusive jurisdiction over the dispute

D. FORCE MAJEURE

PMC shall not be considered in default if delay in completion of work occurs due to causes beyond its control including but not limited to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power. The PMC shall notify Institute in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure.

Suitable force majeure clause shall be incorporated in all the agreement entered into by the PMC with the contractors/ agencies.

OFFER FORWARDING LETTER/TENDER SUBMISSION LETTER
(To be typed submitted in the letter Head of the Company/firm of Bidder)

To,
Executive Engineer (AC&R),
AIIMS Rishikesh,

Sub: "Construction of Biosafety Level-3 (BSL-3) Laboratory including furnishing, equipments etc. on turnkey basis at AIIMS, Rishikesh."

Dear Sir,

I / We acknowledge that AIIMS Rishikesh is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the EOI cum RFP is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by AIIMS Rishikesh. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, AIIMS Rishikesh shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Authorised Representative of Bidder

Signature:

Name :

Address :

Place:

Date:

FORM OF EARNEST MONEY (BANK GUARANTEE BOND)

WHEREAS, contractor (Name of contractor) (Hereinafter called "the contractor") has submitted his tender dated..... (date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Executive Engineer (AC&R)) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

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

The Conditions of this obligation are:

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

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

Annexure -1

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

Date:

To,
Executive Engineer (AC&R)
AIIMS, RISHIKESH

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: "Construction of Biosafety Level-3 (BSL-3) Laboratory including furnishing, equipments etc. on turnkey basis at AIIMS, Rishikesh."

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above-mentioned 'Tender/Work' from the web site(s) namely: www.aiimsrishikesh.edu.in as per 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 of all pages (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 department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Private organization.
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 department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

Date:

Signature of authorized person

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Signature of the Bidder with Company Seal

Place:

Full Name & Designation:
Company's Seal

Annexure -2

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed submitted in the letter Head of the Company/firm of Bidder)

To,
Executive Engineer (AC&R)
AIIMS, RISHIKESH

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: i) NIT/Title of the work. Name of Tender No.....
ii) All other pertinent issues till date

I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my company/firm for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of
Authorized Signatory of
the Bidder)

Date:

Enclosed: Power of Attorney/Authorization letter

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE
CONDITIONS**

(To be typed submitted in the letter Head of the Company/firm of
Bidder)

To,
Executive Engineer (AC&R)
AIIMS, RISHIKESH

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**

Ref: i) NIT/Tender No... .. ,
ii) All other pertinent issues till date

I/We_____ hereby declare and confirm that we have visited the site as referred in AIIMS Tender Specifications and acquired full knowledge and information about the site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out works as detailed in above-mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of
Authorized
Representative of
the Bidder)

Date:

Signature of authorized person

Place:

**NO DEVIATION
CERTIFICATE**

(To be typed submitted in the letter Head of the Company/firm of
Bidder)

To,
Executive Engineer (AC&R)
AIIMS, RISHIKESH

Dear Sir,

Sub: **No deviation certificate**
Ref: i) NIT/Tender No.....
ii) All other pertinent issues till date

We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by AIIMS and in case of such observance at any stage, it shall be treated as null and void and this tender shall deemed to be withdrawn.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse bidding process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Thanking you,

Yours faithfully,

(Signature, Date & Seal of
Authorized
Signatory of the
Bidder)

DECLARATION

(TO BE TYPED ON NON-JUDICIAL STAMP PAPER OF RS.10/-)

To,
Executive Engineer (AC&R)
AIIMS, RISHIKESH

Ref: 1) NIT/Tender No. _____

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.
2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender/Order at any stage besides liabilities towards prosecution under appropriate law.
3. We are agree to bear penalty imposed upon us due to nonperformance or deficiencies or delay in work or poor workmanship in the services on our part.
4. We have no objection, if enquiries are made about the work listed by us.
5. We have not been under suspension/termination/banned/blacklisted in the preceding 2 years, till last date of submission of bid, by any PSU/Govt. Departments/PSU Banks/AIIMS or any other organization where we have worked. Further, if any of the partners/Executive directors of our organization /firm is black listed or having any criminal case against them, our bid/offer shall not be considered. At any later point of time, if this information is found to be false, AIIMS may terminate the assigned contract immediately.
6. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
7. We agree that the decision of AIIMS in selection of Bidders will be final and binding to us.

Signature of authorized
person
Full Name & Designation

Company's Seal:

Date:
Place:

1. The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.
2. The filling of this declaration is mandatory while submitting the tender documents failing which the tender will rejected out rightly.

Contact Details for seeking clarifications, if any

S.no	Description	Fill by Bidder
1	Name of the Firm	
2	Office Address	
3	Name of the person	
4	Designation	
5	E-mail ID	
6	Contact Number	

Signature of Bidder with Seal

Financial Bid
(Schedule of Quantity)

Sl. No.	Item Description	Unit (%)
1	Percentage of Consultancy Fee for the Project Management Consultancy (PMC) services for Construction of Biosafety Level-3 (BSL-3) Laboratory including furnishing, equipments etc. on turnkey basis at AIIMS, Rishikesh. Note:- The PMC charges shall be payable on the actual project cost or estimated project cost, whichever is lower.	
	Total Consultancy Fee in % (exclusive of GST)	

Note:-

1. Consultancy Fee is exclusive of GST which shall be payable on actual basis as applicable on submission of documentary evidence.
2. The PMC charges shall be payable on the actual project cost or estimated project cost, whichever is lower.