

**TENDER**

**FOR**

**SITC and Validation of HEPA Filters for 25 Nos. Modular Operation Theatre (MOT)  
at AIIMS Rishikesh**

**Tender No.: - ACR/50/2020-215**



**All India Institute of Medical Sciences Rishikesh 249202 Uttarakhand  
India. Office of Superintending Engineer AIIMS Rishikesh. Tel No.**

**0135-2462968,**

**Email: - [engg.aiims.rishikesh@gmail.com](mailto:engg.aiims.rishikesh@gmail.com)**

Tender No. **ACR/50/2020-215**

Dated 27.11.2020

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**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE**

The Executive Engineer, AIIMS Rishikesh on behalf of Director, AIIMS Rishikesh invites Item rate e-tenders from Approved and eligible contractor of CPWD, MES, Railways, Govt. Departments of Uttarakhand state or Original Equipment Manufacturer or their authorized dealers for the work of "**SITC and Validation of HEPA Filters for 25 Nos. Modular Operation Theatre (MOT) at AIIMS Rishikesh.**" for the following work: -

S. No.	Type	Description
(i)	Tender No	ACR/50/2020-215
(ii)	Name of Work	SITC and Validation of HEPA Filters for 25 Nos. Modular Operation Theatre (MOT) at AIIMS Rishikesh.
(iii)	Tender Fees	Rs. 1180.00/-
(iv)	Earnest Money Deposit(EMD)	NIL
(v)	Estimated Cost put to bid	Rs. 20,46,700.00 /-
(vi)	Tender Publish Date	18.12.2020 (1500 Hrs)
(vii)	Pre Bid Meeting	22.12.2020 (1500 Hrs.)
(viii)	Last date & time of submission of bid	Up to 26.12.2020 (1500Hrs.)
(ix)	Time & date of opening of technical bid	28.12.2020 at (1500 Hrs.)
(x)	Period of completion	60 days

- The intending bidder must read the terms and conditions of CPWD-6 form carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- Information and Instructions for bidders posted on website shall form part of bid document.
- 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](http://www.aiimsrishikesh.edu.in) or <https://eprocure.gov.in>
- Bid can only be submitted after depositing tender fee in favour of AIIMS Rishikesh and uploading the mandatory scanned documents such as UTR number of RTGS payment towards Tender fees in favour of AIIMS Rishikesh in following bank account.**
  - Bank Name :- Punjab National Bank
  - Branch Name :- PNB Pashulok
  - Account Number :- 6189000100021125
  - IFSC Code :- PUNB0618900
- EMD is not required in this tender.**
- Those contractors not registered on the website mentioned above, are requested to get registered beforehand.
- The intending bidder must have valid class-III digital signature to submit the bid.
- On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.

9. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
10. Contractor must ensure to quote rate of each item. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such items shall be treated as "0" (Zero).
11. (i) The Contractor should quote the rate of item including GST as per statutory rules. The UTR number of tender fees deposition will be uploaded by the contractor.
- (ii) 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 agency will be debarred to participate in any tender of AIIMS Rishikesh for one year or as decided by competent authority.
12. The successful bidders has 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 security deposit @ **3%** against performance guarantee of contract value in the form of FDR from any Nationalized/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only.
13. 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 published date of opening of the tenders 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 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 Government shall, without prejudice to any other right or remedy, be at liberty the bidders shall not be allowed to participate in the rebidding/tender process of the work.**
14. **List of Documents to be scanned and uploaded within the period of bid submission:**
- I. **UTR of RTGS payment of Tender Fee.**
  - II. **Enlistment Order of CPWD, BSNL, Railways, MES and State government department or Original Equipment Manufacturer or their authorized dealers.**
  - III. **Certificate of Registration for GST/ Sales Tax / VAT and acknowledgement of up to date filed return.**
  - IV. **Certificate of work experience (As specified in Clause 1.2.1 of CPWD-6).**
  - V. **Singed on each pages of NIT and documents and uploaded with bid.**
  - VI. **Annual Turnover certificate last 3 years.**
  - VII. **Authorization certificate of OEM in sales and service.**
  - VIII. **Audited Balance sheet by chartered Accountant of last 3 Years.**
  - IX. **EMD exemption declaration as per Annexure AA in notarized affidavit**
15. Only Authorised signatory will be permitted to sign any type of documents.
16. The soft copies of documents uploaded by contractors on CPP Portal. Same (hard copy) of documents should also to be submitted in the office of Executive engineer (Electrical) (Tender box) in before the last date/due time of submission of tender. Those who fail to submit hard copies are treated as disqualified for the further process of tendering.

**CPWD – 6**

**Govt. of India  
AIIMS, Rishikesh  
Notice Inviting e-Tender**

Item rate tenders are invited on behalf of Director, AIIMS Rishikesh from approved and eligible contractors of CPWD, MES, Railways & Govt. Departments of Uttarakhand state or Original Equipment Manufacturer or their authorized dealers for the work of **"SITC and Validation of HEPA Filters for 25 Nos. Modular Operation Theatre (MOT) at AIIMS Rishikesh."**

- 1.1** The work is estimated to Cost Rs. **20,46,700.00**, this estimate, however, is given merely as a rough guide.
- 1.2** Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

**Criteria of eligibility for submission of bid documents.**

**1.2.1 Criteria of eligibility**

Three similar works each of value not less than **Rs. 8,18,680.00** or two similar work each of value not less than **Rs.12,28,020.00** or one similar work of value not less than **Rs. 16,37,360.00** in last 7 years ending last day of the month previous to the one in which the tenders are invited.

**Similar works means "Supply Installation testing and commissioning of HEPA filters "**

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of tenders.

- 1.2.2** Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 8 which is available as a Govt. of India Publication and also available on website [www.cpwd.gov.in](http://www.cpwd.gov.in). Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

- 1.2.3 The time allowed for carrying out the work will be 60 days from the date of start as defined in schedule 'F' or from the date of agreement with bidder.**

- 1.2.4** The site for the work is available.

- 1.2.5** The tender document consisting of plans if any, 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 except Standard General Conditions Of Contract Form can be seen from website [www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in) or <https://eprocure.gov.in>. The cost of tender is **Rs.1180** (inclusive GST). Those who downloads the tender document from website should upload scan copy of UTR number of RTGS Payment of Rs. 1180.00 (non-refundable) in favour of "AIIMS, Rishikesh", payable at Rishikesh as per following details.

- a) Bank Name :- Punjab National Bank**  
**b) Branch Name :- PNB Pashulok**  
**c) Account Number :- 6189000100021125**  
**d) IFSC Code :- PUNB0618900**

The required EMD exemption declaration form (Annexure AA) shall be uploaded with the required documents otherwise tender submitted may stand rejected

- 1.2.6** After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

- 1.2.7** While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of time (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 1.2.8** The contractor whose bid is accepted will be required to furnish performance guarantee of **3% (Three Percent)** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
- 1.2.9** The Bid submitted shall become invalid and e-Tender Processing Fee shall not be refunded if:
- (i) The bidders is found ineligible.
  - (ii) The bidder does not submit EMD declaration form with Executive Engineer, AIIMS Rishikesh.
  - (iii) The bidders does not upload all the documents (including service tax registration/ GST/ VAT registration/ Sales Tax registration) as stipulated in the bid document including.
  - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
- 1.2.10 Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.**
- 1.2.11** The competent authority does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- 1.2.12** Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 1.2.13** The competent authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 1.2.14** The contractor shall not be permitted to tender for works in AIIMS Rishikesh in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer, Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are

subsequently employed by him and who are near relatives to any Gazetted officer in AIIMS Rishikesh. Any breach of this condition by the contractor would render him liable to reject his Bid submitted by him.

- 1.2.15** No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 1.2.16** The bid for the works shall remain open for acceptance for a period of 90 days from the date of opening of bids/90 days from the date of opening of financial bid.. If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the bidders shall not be allowed to participate in the rebidding process of the work.
- 1.2.17** This notice inviting Bid shall form a part of the contract document. The successful bidders /contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
- a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender.
  - b) Standard C.P.W.D. Form 8 or other Standard C.P.W.D. Form as applicable.

**INTEGRITY PACT**

To, .....  
.....  
.....

**Sub: SITC and Validation of HEPA Filters for 25 Nos. Modular Operation Theatre (MOT) at AIIMS Rishikesh.**

Dear Sir,

It is here by declared that AIIMS Rishikesh is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the AIIMS Rishikesh.

Yours faithfully,  
Executive Engineer (E)  
AIIMS Rishikesh



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

To,  
Executive Engineer (E),  
AIIMS Rishikesh,

**Sub: SITC and Validation of HEPA Filters for 25 Nos. Modular Operation Theatre (MOT) 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 Notice Inviting Tender (NIT) 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:

**(Duly authorized signatory of the Bidder)**  
**To be signed by the bidder and same signatory competent / Authorised to sign the relevant contract on behalf of Director AIIMS Rishikesh.**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at..... on this..... day of ..... 20.

**BETWEEN**

AIIMS Rishikesh represented through Director.....

(Name of Division) AIIMS Rishikesh....., (Hereinafter referred as the (Address ).

'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

**AND**

(Name and Address of the Individual/firm/Company)

Through .....(hereinafter referred to as the (Details of duly authorized signatory)

**"Bidder/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble WHEREAS the Principal /Owner has floated the Tender (NIT No. ....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for

(Name of work) Hereinafter referred to as the "Contract".

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal / Owner.**

**1)** The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

**2)** If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder (s) / Contractor (s).**

**1)** It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

**2)** The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract. 13

b) The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

**3)** The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**4)** The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

**5)** The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

## **Article 3: Consequences of Breach.**

**1)** Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its

established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:

**2)** If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

**3) Forfeiture of Performance Guarantee / Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder / Contractor.

**4) Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression.**

**1)** The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

**2)** If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

**3)** If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors.**

1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.

2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact.**

1) This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the

lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Director, AIIMS Rishikesh.

**Article 7- Other Provisions.**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is Rishikesh.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation there of shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS.**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

Executive Engineer (E)  
AIIMS, Rishikesh,  
Virbhadra Road, Rishikesh-249203

(For and on behalf of Bidder/Contractor)

WITNESSES:

1(Signature, name and address)

2(Signature, name and address)

Place: -

Dated:

## निविदा TENDER

मैंने/हमने कार्य के लिए निविदा आमंत्रण सूचना, अनुसूची क,ख,ग,घ, ङ, और च, लागू विनिर्देश, नक्शे एवं डिजाइन, सामान्य नियम एवं निर्देश, ठेके के उपबंध, विषिष्ट शर्तों, दर अनुसूची एवं अन्य कागजात तथा ठेके की शर्तों में दिए गए नियम तथा निविदा कागजात में उल्लिखित अन्य बातों को पढ़ व जांच लिया है।

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F, 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.

मैं/हम, एतद्वारा अनुसूची 'च' में विनिर्दिष्ट समय के भीतर विनिर्दिष्ट कार्य, यथा-मात्राओं की अनुसूची तथा सभी संबंधित विनिर्देशों, डिजाइनों, नक्शों के अनुरूप तथा सामान्य नियमावली के नियम-1 और ठेके की शर्तों के खंड-11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती है और उसके संबंध में, ऐसी शर्तें जो लागू हों, के अनुरूप निष्पादन हेतु निविदा देता हूँ/देते हैं।

I/We hereby tender for the execution of the work specified within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

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

~~₹ 00 की धनराशि, धरोहर राशि के रूप में ट्रेजरी चालान रसीद/अनुसूचित बैंक की मांग जमा रसीद/ अनुसूचित बैंक की सावधी जमा रसीद/अनुसूचित बैंक का डिमांड ड्राफ्ट/ अनुसूचित बैंक द्वारा जारी बैंक गारंटी के रूप में इसके साथ भेजी जा रही है। यदि मैं/ हम निधारित निष्पादन गारंटी को निधारित समय अवधि में प्रस्तुत करने में असफल रहते हैं तो मैं/ हम यह मंजूर करते हैं कि एम्स ऋषिकेश के निदेशक या उनके कार्यालय के उल्लेखित अधिकारी किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि जब्त करने के लिए पूर्णतया स्वतंत्र होंगे। इसके अलावा, यदि मैं/हम विनिर्दिष्ट कार्य प्रारंभ करने में असफल रहते हैं तो मैं/ हम यह मंजूर करते हैं कि एम्स ऋषिकेश के निदेशक या उनके कार्यालय के उल्लेखित अधिकारी कानून में उपलब्ध किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि, तथा निष्पादन गारंटी जब्त करने के लिए पूर्णतया स्वतंत्र होंगे अन्यथा उक्त धरोहर राशि निविदा कागजात के अनुसार उसमें निहित शर्तों व निबंधनों के अनुसार कार्यों के निष्पादन एवं आदिष्ट विचलनों को अनुसूची 'च' में बर्णित प्रतिभूत से अनधिक व निविदा प्रपत्र के खण्डों 12.2 व 12.3 में निहित प्रावधानों के अनुसार निष्चित की जाने वाली दरों पर उस सीमा से अधिक के विचलनों के करने के लिए उनका द्वारा प्रतिभूति निवेश के रूप में सेक ली जाएगी। इसके अतिरिक्त मैं/हम सहमत हैं कि बयान राशि या बयान राशि तथा उपर्युक्त निष्पादन गारंटी जब्त हो जाने के मामले में मुझे/हमें कार्य की पुनः निविदा प्रक्रिया में भाग लेने से सेक दिया जाएगा।~~

~~A sum of **₹s.00** is hereby forwarded as RTGS payment on account of earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Director of AIIMS Rishikesh or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director of AIIMS Rishikesh or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said Performance Guarantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause **12.2** and 12.3 of the tender form. **Further, I/we agree that in case of forfeiture of earnest money or both earnest money and 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 AIIMS Rishikesh, 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 Performance Guarantee.

मैं/हम एतद्वारा घोषणा करते हैं कि मैं/हम निविदा कागजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कागजात के रूप में रखेंगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, जिन्हें मैं/हम सूचित करने के लिए प्राधिकृत हो, से भिन्न किसी को, नहीं बताएंगे या जानकारी को किसी ऐसे रूप में प्रयोग नहीं करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो।

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 therefrom to any person other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

तारीख Dated #.....

टेकेदार के हस्ताक्षर Signature of Contractor#  
डाक का पता Postal Address#

साक्षी Witness : #

पता Address: #

उपजीविका Occupation : #  
**applicable**

**# To be filled in by the contractor/witness as**

### **ACCEPTANCE**

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of the Director, AIIMS Rishikesh for a sum of ₹. \_\_\_\_\_

(Rupees \_\_\_\_\_)

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

- a)
- b)
- c)

For & on behalf of Director, AIIMS Rishikesh

Signature.....

तारीख Dated ..... ..

Designation.....

अनुसूचियाँ **SCHEDULES**  
**[FOR MAJOR COMPONENT]**

अनुसूची 'क' **SCHEDULE 'A'**  
मात्राओं की अनुसूची (संलग्न)

Schedule of quantities (Enclosed)

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अनुसूची 'ख' **SCHEDULE 'B'**

ठेकेदार की निर्गत की जाने वाली सामग्रियों की अनुसूची

Schedule of materials to be issued to the contractor.

NA

अनुसूची 'ग' **SCHEDULE 'C'**

ठेकेदार को भाड़े पर दिए जाने वाले औजार एवं संयंत्र

Tools and plants to be hired to the contractor

क्रम सं. Sl. No.	विवरण Description	भाड़ा प्रभार प्रतिदिन Hire charges per day	निर्गत स्थान Place of Issue
1	2	3	4
<i>NIL</i>			

अनुसूची 'घ' **SCHEDULE 'D'**

कार्य के लिए विशेष अपेक्षाएं/दस्तावेज, यदि कोई हों, की अतिरिक्त अनुसूची

Extra schedule for specific requirements/documents for the work, if any. Addl. Specifications attached.

अनुसूची (ङ) **SCHEDULE 'E'**

ठेके की सामान्य शर्तों का संदर्भ

Reference to General Conditions of contract

General conditions of contract for CPWD works 2016, 2019 as amended upto date and special conditions attached herewith the tender document except clause-25.

**Name of work: SITC and Validation of HEPA Filters for 25 Nos. Modular Operation Theatre (MOT) at AIIMS Rishikesh.**



कार्य की अनुमानित लागत Estimated cost of work : ₹ 2046700.00  
(i) धरोहर राशि Earnest money : ₹ Not applicable

- निष्पादन गारंटी Performance guarantee : 3 % of tendered value. निविदित मूल्य का 10 प्रतिशत
- (ii) प्रतिभूति निक्षेप: Security Deposit: 2.5% of tendered value.

अनुसूची 'च' **SCHEDULE 'F'**

सामान्य नियम एवं दिषानिर्देश:

**General Rules & Directions:**

निविदा आमंत्रण करने वाला प्राधिकारी

Officer inviting tender -

**EE (E), AIIMS Rishikesh**

कार्य की मर्दों की मात्रा के लिए अधिकतम प्रतिशत जिससे अधिक निष्पादित मर्दों के लिए दरों का निर्धारण खण्ड 12.2 और 12.3 के निम्नानुसार अनुसार होगा

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses see below 12.2 & 12.3.

Definitions:

2(v) भारसाधक इंजीनियर

Engineer-in-Charge

**EE (E) , AIIMS Rishikesh**

2(viii) स्वीकार कर्ता प्राधिकारी

Accepting Authority

**EE (E) , AIIMS Rishikesh**

2(x) अतिरिक्त और लाभों को पूरा करने के

लिए श्रम एवं सामग्रियों की लागत पर प्रतिशतता

Percentage on cost of materials and

labour to cover all overheads and profits.

**15% (Fifteen per cent)**

2(xi) Standard Schedule of Rates:

Market rates

2(xii) Department:

AIIMS Rishikesh

9(ii) Standard CPWD contract Form:

GCC 2016,2019 as amended up to date CPWD form 8 as modified & corrected up to date (Whether correction vide latest circulars are incorporated or not in this document).

9(ii) मानक के.लो.नि.वि. ठेका फार्म

Standard CPWD contract Form

CPWD form 8 (Print edition -2016) as modified with up to date correction slip.

**खण्ड Clause 1**

;पद्ध स्वीकृति पत्र जारी होने की तारीख से निष्पादन गारंटी के प्रस्तुतीकरण के लिए अनुमत समय

Time allowed for submission of performance guarantee from the date of issue of letter of acceptance : 15 days

;पपद्ध उपर्युक्त प) में दी गई अवधि के पश्चात् अधिकतम

अनुमेय एक्सटेंशन Maximum allowable extension with late

fee @ 0.10% per day of performance  
guarantee amount beyond  
the period as provided in (i) above : 15 days

**खण्ड Clause 2** खण्ड 2 के तहत प्रतिकार निश्चित करने वाला प्राधिकारी  
**Authority for fixing  
compensation under clause 2** **EE (E), AIIMS Rishikesh**

**खण्ड Clause 2A**  
क्या खण्ड 2 क लागू होगा  
**Whether clause 2A shall be applicable** **No**

**खण्ड Clause 5**  
कार्य आरंभ की तारीख की गणना के लिए स्वीकृति पत्र के जारी होने की  
तारीख से दिनों की संख्या  
**No. of days from the date of issue of letter of  
acceptance for reckoning date of start** **15 days**

लक्ष्य नीचे दी गई सारणी के अनुसार

**Milestone(s): -** **N.A**

कार्य निष्पादित करने के लिए अनुमत्य समय  
**Time allowed for execution of work** **60 Days**

Authority to decide  
**(i) Extension of Time** **EE (E), AIIMS Rishikesh**  
**(ii) Rescheduling of mile stones** **N.A**

**(iii)** **AIIMS Rishikesh** Shifting of date of start in case of **EE (E),**  
delay in handing over of site

**खण्ड Clause 6, 6A**  
खंड लागू—(6 या 6 क Clause applicable **Clause 6**

**खण्ड Clause 7**  
अंतरिम भुगतान के लिए पात्र होने के लिए अंतिम ऐसे  
भुगतान के बाद कुल भुगतान एकत्रित सामग्रियों के  
अग्रिमों के समायोजन सहित किया जाने वाला कुल कार्य  
**Gross work to be done together with net  
Payment/adjustment of advances for  
material collected, if any since the last  
such payment for being eligible to interim  
payment** **N.A**

**खण्ड 10 d Clause 10A**  
कार्यस्थल प्रयोगशाला में ठेकेदार द्वारा उपलब्ध कराये जाने  
परीक्षण उपकरण की सूची  
**List of testing equipment to be provided by the  
contractor at site lab.** **N.A.**

**खण्ड Clause 10B(ii)**  
क्या खण्ड 10 ख ;पपद्ध लागू होगा  
**Whether clause 10B (ii) shall be applicable** **N.A**

**खण्ड Clause 10C**  
Component of labour expressed as **N.A**

Percent of value of work

**खण्ड Clause 10CC - NOT APPLICABLE.**

खण्ड 10 गग उन सविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अमले कालम में दर्शाई गई अवधि से अधिक अनुबंधित है।  
 Clause 10CC to be applicable in **DELETE** with stipulated period of compensation exceeding the period shown in next column : .....Months

**खण्ड Clause 11**

कार्य निष्पादन के लिए अनुपालन

Specifications to be followed for execution of work

**Specification attached in Tender document.**

**खण्ड Clause 12**

Type of Work

12.2 & 12.3

विचलन सीमा जिसके परे खण्ड 12.2 तथा 12.3 भवन निर्माण कार्य के लिए लागू होंगे

Deviation limit beyond which clauses 12.2 & 12.3 shall apply for this works.

SITC and Validation of HEPA Filters

**30 %**

12.5

(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work)

**N.A**

**खण्ड Clause 16**

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी

Competent Authority for deciding reduced rates

**EE (E), AIIMS Rishikesh or successor thereof**

**[kM Clause 18**

कार्यस्थल पर टेकेदार द्वारा लगाये जाने वाली अनिवार्य मशीनरी औजार एवं सयंत्रों की सूची :-

List of mandatory machines, tools and plants to be deployed by the contractor at site.

**N.A.**

**खण्ड Clause 25**

**N.A**

**खण्ड Clause 42**

I) क)

सीमेन्ट और बिटुमन की अनुमानमूल मात्रा निर्धारित करने के लिए [अनुसूची / विवरण](#)

(a)

Schedule/statement for determining theoretical quantity of cement & bitumen

**N.A**

II)

अनुमानमूलक मात्राओं में अनुमत विचलन

	Variations permissible on theoretical quantities.	<b>N.A</b>
क)	सीमेन्ट जिन कार्यों के लिए निविदा में अनुमानित मूल्य रू. 5 लाख से अधिक न हो	
a)	Cement for works with estimated cost put to tender not more than Rs. 5 lakhs	<b>N.A</b>
	जिन कार्यों के लिए निविदामें अनुमानित मूल्य रू. 5 लाख से अधिक हो	
	for works with estimated cost put to tender more than Rs. 5 lakhs	<b>N.A</b>
ख)	बिटुमन सभी कार्यों के लिए	
b)	Bitumen for all works	<b>N.A</b>
ग)	इस्पात प्रत्येक व्यास, कोट और श्रेणी के लिए	
c)	पूनर्वलन और संरचनात्मक इस्पात काट <b>Steel</b> Reinforcement and structural steel sections for each diameter, section and category.	<b>N.A</b>
घ)	सभी अन्य सामग्रियां	
d)	All other materials	<b>N.A</b>

**AMENDMENTS TO GENERAL CONDITIONS OF CONTRACT 2014****OM No. DG/CON/282 Dated 10-12-2014****OM No DG/SE/CM/CON/283 Dated 05-05-20158****Sub- Payment of wages to the labour by Contractor****The Following provision of CPWD contractor labour Regulation of GCC2014 are amended**

<b><i>Existing Provision</i></b>	<b><i>Modified Provision</i></b>
<p><i>C.P.W.D. Contractor's Labour Regulations</i></p> <p><i>5. Payment of Wages</i></p> <p><i>vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.</i></p> <p><i>vii) All wages shall be paid in current coin or currency or in both.</i></p> <p><i>x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.</i></p> <p><i>xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage cum-Muster Roll" as the case may be in the following form :-</i></p> <p><i>"Certified that the amount shown in column No .....has been paid to the workman concerned in my presence</i></p>	<p><i>C.P.W.D. Contractor's Labour Regulations</i></p> <p><i>5. Payment of Wages</i></p> <p><i>vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.</i></p> <p><i>vii) All wages shall be paid through Bank, ECS, or online transfer.</i></p> <p><i>x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.</i></p> <p><i>xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage cum-Muster Roll" as the case may be in the following form:-</i></p> <p><i>"Certified that the amount shown in column No .....has been paid to the workman concerned through bank account of labour on .....at....."</i></p>

**OM No DG/CON/285 Dated 05-06-2015****Sub: Amendment in general conditions of contractor (GCC)-2014  
The following provision of GCC 2014 is modified as under**

<p><i>Clause 5.1</i> As soon as possible after the Contract is concluded, the contractor shall submit a time and progress chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract document for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of section of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate Programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'</p> <p><i>Clause 5.1</i></p>	<p><i>Clause 5.1</i> <b>The contractor shall submit a Programme Chart (Time and Progress) for each mile stone along with performance guarantee</b> and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract document for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate Programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'</p>
<p><b>Clause 7A</b> <b>No Provision</b></p>	<p><i>Clause 7A</i> No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the Contractor to the Engineer-<b>in-Charge</b>.</p>
<p><i>Clause 19</i> The Contractor shall obtain a valid license under the Contract Labour (R&amp;A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work, and continue to have a valid license until the completion of the work</p>	<p><i>Clause 19</i> The Contractor shall obtain a valid license under the Contract Labour (R&amp;A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work, and continue to have a valid license until the completion of the work.  The contractor shall also comply with provisions of the Inter –State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.</p>

## **TERMS AND CONDITIONS**

1. All materials to be used on this work by the contractor shall be got approved from the Engineer-in-Charge and deptt. Has right to inspect the material at manufacturers' place before installation at site.
2. All damages done to the building, roads, pathways, floors, walls during execution of work shall be the responsibility of the contractor and the same will be made good immediately at his own cost to the satisfaction of the Engineer-in-Charge. Any expenditure incurred by the department in this condition shall be recovered from the contractor and decision of the Engineer-in-Charge about recovery shall be final.
3. The bad workmanship will not be accepted and defects shall be rectified at contractor's cost of the satisfaction of the Engineer-in-Charge. The Programme of works are to be coordinated in accordance with the building work and no claim for idle labour will stipulated in the tender.
4. **All the debris of the works should be removed and the site should be cleared by the contractor immediately after the accruing of debris. Similarly any rejected material should be immediately cleared off from the site by the contractor. Safe disposal of HEPA filters as per CPCB norms will be in scope of successful bidder. No extra payment shall be made on account of safe disposal of HEPA filters.**
5. **The bidder has to supply install test and commission along with the validation of HEPA filters at one go. Validation report shall be submitted after completion of work and before final payment.**
6. The contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-Charge and to comply with the remarks therein.
7. The contractor shall make his own arrangement at his own cost for any electrical/general tools and plants required for the work. Whatever consumables and non-consumables required to complete, test commission and validation of HEPA filters wil; be in scope of agency. Machine tools, plants, aerosol, compressor, tubes, leak detectors etc will be in scope of agency. Nothing will be provided by Institute.
8. The contractor shall have to get the samples approved before the whole lot is brought to site and it shall include all accessories etc.
9. No Central/State sales tax/VAT/Contract tax/Excise duty/GST etc. shall be separately paid by the department. The rates tendered should be inclusive all taxes and duties (exclusive of service tax) Deduction of contract tax at source shall be made while releasing payment through running/final bills as applicable . A certificate specifying the rate and amount of deduction shall however be issued. No Form-D, 31/32 (Road permit) shall be issued by the department. The road permit shall be arranged by the tenderer on his own.
10. The entire installation shall be at the risk and responsibility of the contractor until these are tested and handed over to the department. However if there is any delay from the

department side, the installation may be taken over in parts, but the decision on the same shall rest with Engineer-in-Charge which shall be binding on the contractor.

11. Notwithstanding the schedule of quantities, all items of interrelated works considered necessary to make the installation complete and operative are deemed to be included shall be provided by the contractor at no extra cost.
12. The design parameter will have to restore, if there is any deviation in efficiency or design parameter will be intimated initially. Party has to provide Drawing if any change has to require for making full functional.
13. All system must have third party certification of the product if required.
14. Any type of License/NOC/ Approval from Government/ Local Body is will be in the scope of Vendor.
15. Storage and custody of material will be in scope of Vendor.
16. Site clearance will be in the scope of vendor after completion of work.
17. Conditional bids would be summarily rejected.
18. Bidder has to submit the undertaking from OEM for interrupted supply of spares.
19. In tendering only OEM/Authorized dealers of OEM or the vendor having sufficient work experience in the same field will allowed.
20. The Planning, Designing & SITC will be complete in all respect and put in to operation even when certain details have not been given/ left out in the specifications. Any discrepancy in this regard may be brought out in pre-bid meeting.
21. Party should have E-Way Bill for the items procured for respective work. These bills may be demanded as per requirement.
22. No inspection outside the country will be permissible. If required the same will be to deemed to be



waved off and necessary test reports shall be submitted before the dispatch of equipment.

23. T&P : The AIIMS will not issue any T&P for execution of the work.
24. Guarantee/ Warranty must be signed by Authorised person with stamp.
25. If any case of deviation in items during execution of work only upgraded system will be accepted.
26. **FINAL INSPECTION:-** It will be carried out by Engineer-in –Charge. In case any deficiency noticed during demonstration the same will be attended by the Vendor at his own cost & risk.
27. Cutting and Making will be allowed with prior permission, if necessary for completeness for work. Vendor has to repair the damage portion and handover the site as good as before starting the work.
28. **Site Inspection:** Before submission of offer, the bidders must inspect the sites and be well acquainted themselves with the actual the scope of works and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.
29. All necessary work required to make full functional will be taken up the successful bidder.
30. It is a SITC type job hence contractor is advised to inspect the site carefully before quoting the rates. The contractor shall be deemed to have satisfied himself to the nature & extent of work at site & no claim for extra payment/or time extension will be allowed on the ground that he was not conversant with condition providing at the site. The rate shall be inclusive of all taxes, accessories, machining & labor, dismantling i.e. site clearance & shifting the debris from work place to specified place at site etc. The Spare list given above is tentative hence contractor may provide a comprehensive list which is suppose to be require to make full functional facility.
31. All tools and tackles required for overhauling will be arranged by the party.
32. **Guarantee Period:-**The contractor will be responsible for malfunctioning of Material/spares supplied by him, it might be due to poor workmanship or due to spare supplied by him, for a period of ONE year from the date of satisfactory completing the job. He has to rectify the fault arises due to above at own cost.
33. AIIMS will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee’s State Insurance Act, 1948 (ESI), Employee’s Provident Funds and

Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Contract Work. Receipt of any complaints on this ground viewed seriously. It is expressly understood that the manpower deployed by the contractor are not on the rolls of AIIMS and no legal relationship of whatsoever subsists between AIIMS and such personnel employed by the contractor.

34. This being a pure works contract, the personnel engaged by the contractor and deployed by him at AIIMS premises will be in no way be deemed as working under employment of AIIMS and there shall not exist any employer-employee relationship between AIIMS and the contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with AIIMS either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force. The contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme etc. under the relevant rules/laws of the State and Central Government. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and AIIMS will have no responsibility, whatsoever.
35. The employee of the contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to AIIMS staff or its business or working and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.
36. In case of any damage to AIIMS's property/premises for which contractor is accountable, the contractor will be liable to pay the compensation to AIIMS as may be advised by AIIMS. The contractor shall also take full responsibility and compensate AIIMS for any loss/damage/break-down caused to the installation due to negligence of his workers.
37. AIIMS will not be responsible for any accident/injury/death caused to the employees provided by the contractor at site. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by AIIMS in this regard.
38. Integrity Pact (IP) shall be applicable for all tenders / contracts as indicated in tender document. This integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Technical bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with AIIMS shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.
39. Technical bids submitted by the bidder will be opened first and evaluated for fulfilling the Pre-qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
40. In case the qualifying experience is claimed by private organizations based on work order and completion certificates from another private organization, AIIMS reserves the right to ask for further proofs including submission of TDS certificates for the said job.

**41. Defect Liability period/ warranty/ guarantee:-**

The contractor will be responsible for malfunctioning of Material/spares fittings/fixtures supplied by him, it might be due to poor workmanship or due to spare supplied by him, for a period of Guarantee/warranty from the date of material received at AIIMS store. If any panel will be defected, contractor has to replace the same at his own cost within given time by AIIMS authority.

**42. Performance bank guarantee:**

Upon acceptance of Tender, the successful Bidder is required to deposit an amount equivalent to **3 %** of the contract value as Performance Bank Guarantee. The Performance bank guarantee should be furnished within 15 days from the date of Letter of acceptance to the contractor.

Performance bank guarantee may be furnished in the following forms:-

- a) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. in the form of FDR only.
- b) The Bank Guarantee shall not carry any interest.
- c) The Performance Bank Guarantees should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligations and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by AIIMS and same will be release after sixty days of Successful completion of work and satisfaction of Engineer-in –charge.
- d) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as may be advised by AIIMS. AIIMS shall not be liable for issue of any reminders on expiry of the Bank Guarantees.
- e) In case the Bank Guarantees are not extended before the expiry date, AIIMS reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder/contractor.
- f) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank only through and amendment in an appropriate non judicial stamp paper.
- g) AIIMS reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contracts with AIIMS.

**43. Security Deposit :-**

Security Deposit 2.5% of tendered

- a) Security deposit will be deducted from Running bill/ Final bill of the contractor.

**44. Return of Security Deposit:-**

Security Deposit will be released to the Contractor after deducting all expenses /other amounts due to AIIMS, penalty amount if any, after defect liability/warranty/ guarantee period of the contract.

**45. Before payment from AIIMS the contractor has to submit an affidavit regarding timely payment of wages (as per govt. rule) for labour working under vendor on respective site.**

**46. The wages will be paid as per the rule listed by Government. No Juvenile worker should be engage in site.**

**47. No any type of Advance given to contractor.**

**48. Payment Terms:-**

60 % payment after installation.

20 % payment after commissioning.

20 % payment when validation

**49. Payment will be made as per terms and conditions of tender document. However, it may depend on availability of funds. It can be delay due to scarcity of funds.**

**Executive Engineer (E),  
AIIMS Rishikesh**

**FORM OF BANK GUARANTEE**

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) (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.

**(In notarized affidavit)**

**Annexure AA**

**Proforma for Earnest Money Deposit Declaration**

Whereas, I/we ..... (name of agency) ..... have submitted bids for ..... (name of work) ..... I/We hereby submit following declaration in lieu of submitting earnest money deposit.

(1) If after the opening of tender, I/we withdraw my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,  
or

(2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline in the tender documents, I/we shall be suspended for one year and shall not be eligible to bid for AIIMS, Rishikesh tenders from date of issue of suspension order.

Signature of the contractor(s)

Stamp

**LIST OF ACCEPTABLE MAKE**  
**FINANCIAL BID**

**SCHEDULE OF RATES**  
**(To be submitted in Financial Bid)**

S.No	Description of items.	Unit	Qty.	Unit Rate	Amount
	Supply, Installation, Testing, Commissioning & Validation of Minipleat HEPA Filter flange type, Efficiency 99.999% down to 0.3 $\mu$ , casing MOC: - Aluminium anodized extrusion for laminar system H 14 Grade, Filter media: - Separators continuous thermoplastic cord, Neoprene Gasket 5 mm (Make: - AAF, Aero Bio techniques, Markair )				
1	Size -305(H)X610(D)X75(D), 250 CFM	Nos.	26		
2	Size -610(H)X915(D)X75(D), 750 CFM	Nos.	60		
3	Size -610(H)X760(D)X75(D), 625 CFM	Nos.	4		
4	Size -610(H)X610(D)X75(D), 500 CFM	Nos.	6		
5	Size -610(H)X915(D)X69(D), 750 CFM	Nos.	36		
6	Size -610(H)X610(D)X69(D), 500 CFM	Nos.	2		
7	Size -305(H)X610(D)X69(D), 250 CFM	Nos.	16		
	Total Amount (Including GST)				

**Note:**

- 1. Validation of MOT & Filters will be done twice i.e. at the time of installation and after six months of installation of HEPA Filters.**
- 2. Total number of MOTs are 25 Nos. The parameters which is required to validate twice (at the time of installation and after six months of installation of HEPA Filters) in each MOT are following: -**
  - (i). Air Velocity**
  - (ii). CFM**
  - (iii). Temperature and Humidity Meter**
  - (iv). Differential Pressure**
  - (v). Air flow pattern with videography**
  - (vi). Particle Count Test**
  - (vii). Filter Leakage Test**
  - (viii). Air changes**
- 3. Evaluation of Financial bids will be based on total amount (including taxes, freight charges, installation charges, twice validation charges etc.) i.e. Quoted by the bidder.**
- 4. Submission in any other format may result in cancellation of the offer.**