

# All India Institute of Medical Sciences

Veerbhadra Marg, Pashulok,

Rishikesh-249203



**Tender document for Procurement of 135 Ltr foam based fire Extinguishers at AIIMS Rishikesh.**

<b>Ref. No.</b>	<b>:</b>	<b>47/01/135 LTR FE/2020-21/RIS/ES-75</b>
<b>Publishing Date</b>	<b>:</b>	<b>06-07-2020 at 3.00 PM</b>
<b>Bid Submission Start Date</b>	<b>:</b>	<b>06-07-2020 at 3.00 PM</b>
<b>Last Date of Bid Submission</b>	<b>:</b>	<b>14-07-2020 at 3.00 PM</b>
<b>Technical Bid Opening</b>	<b>:</b>	<b>15-07-2020 at 3.00 PM</b>

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Executive Engineer  
AIIMS, Rishikesh

**Tender document may be downloaded from CPPP site <https://eprocure.gov.in>  
NIT may be downloaded from institute's website [www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in)**

**AIIMS, Rishikesh****NOTICE INVITING TENDER**

The Superintending Engineer, AIIMS Rishikesh on behalf of Director, AIIMS Rishikesh invites Item rate e-tenders from approved and eligible Original equipment manufacturer or their authorized dealers for the following work:-

NIT No. : **47/01/135 LTR FE/2020-21/RIS/ES-75**

Name of Work: **Procurement of 135 Ltr foam based fire Extinguishers at AIIMS Rishikesh.**

Estimated Cost: **Rs. 20, 00,000.00 Earnest money: Rs. 40,000.00** & period of completion: **45 Days**

Last date & time of submission of bids: 14.07.2020 upto 1500 hours

The tender forms and other details can be seen and downloaded from the website [www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in) or CPPP site <http://eprocure.gov.in>

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

The Superintending Engineer, AIIMS Rishikesh on behalf of Director, AIIMS Rishikesh invites Item rate e-tenders from approved and eligible Original equipment manufacturer or their authorized dealers or agencies having similar work experience for the following work:

Name of work & Location	Estimated cost put to bid	Earnest Money	Period of Completion	Last date & time of submission of bid	Time & date of opening of technical bid
<b><u>Procurement of 135 Ltr foam based fire Extinguishers at AIIMS Rishikesh.</u></b>	<b>Rs. 20,00,000.00</b>	<b>Rs. 40000.00</b>	45 days	14.07.2020 upto 1500 Hrs	15-07-2020 at 1500 Hrs

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. 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>
4. But the bid can only be submitted after depositing tender fee in favour of AIIMS Rishikesh and uploading the mandatory scanned documents such as Demand draft or pay order or banker's cheque or deposit at call receipt or fixed deposit receipts and bank guarantee of any scheduled bank towards EMD in favour of AIIMS Rishikesh and other documents as specified.
5. Those contractors not registered on the website mentioned above, are requested to get registered beforehand.
6. The intending bidder must have valid class-III digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor should upload documents in the form of PDF format only and hard copy of all the documents should be submitted in tender office before the last date of submission of Bid.
9. 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).
10. The contractor should quote the rate of item including GST as per statutory rules.

11. (i) The bidder shall pay the respective amount of Bid Security (EMD) as mentioned in table by Demand Draft FD/TD/CD in favour of “ AIIMS, Rishikesh” drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh and must be valid for (6) six month. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage. The original EMD will be submitted alongwith bid documents.

(ii) 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.

(iii) 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.

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

13. 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 @ 5% against performance guarantee of contract value in the form of FD/BG/TD/CD from any Nationalized/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. 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 and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh.

14. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 60 (sixty) 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 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 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 re-bidding process of the work.**

15. List of Documents to be scanned and uploaded within the period of bid submission:

I. Treasury Challan /Demand draft/Pay order or Banker’s Cheque/ Deposit at call Receipt/FDR/Bank guarantee of any scheduled bank against EMD and tender fee.

II. Enlistment/ Authorization Order of the Contractor.

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 OEM or their authorized firms duly authorized by not less than Director level can only quote /Participate the tenders with declaration by the OEM for maintaining quality covering guarantee/ warrantee clause as per the norms by the OEM itself for this tender.

Note: In case the contractor not uploads the above documents in para 15 will be treated as disqualified.

16. The hard copies of documents uploaded by contractors should also be submitted in the office of engineering department 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, OEM or their authorized dealers for the work of “Procurement of 135 Ltr foam based fire Extinguishers at AIIMS Rishikesh. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1 The work is estimated to Cost **Rs. 20,00,000.00**, 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. 800000.00** or two similar work each of value not less than **Rs.1200000.00** or one similar work of value not less than **Rs. 1600000.00** in last **7 years** ending last day of the month previous to the one in which the tenders are invited.

**Similar works means** SITC of 135 ltr foam based fire extinguishers

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.

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.
3. The time allowed for carrying out the work will be 60 (Sixty) days from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available.
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 DD/Pay Order for Rs.1180.00 (non – refundable) in favour of “AIIMS, Rishikesh”, payable at Rishikesh.

The required EMD shall be uploaded with the required documents otherwise tender submitted may stand

rejected.

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.
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.
8. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five 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. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. **The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.**

9.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 Laks, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for Six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited and other documents scanned and uploaded are found in order.

10. 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 deposit original EMD with Superintending Engineer, AIIMS Rishikesh (The EMD document shall only be issued from the place in which the office of receiving division office is situated).
  - (iii) The bidders does not upload all the documents (including service tax registration/ VAT registration/ Sales Tax registration) as stipulated in the bid document including the copy of receipt for deposition of original EMD.
  - (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.
10. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), 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.

- 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.
- 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.
- 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.
- 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.
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.
17. The bid for the works shall remain open for acceptance for a period of 60 days from the date of opening of bids/60 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.
16. 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: 47/01/135 LTR FE/2020-21/RIS/ES-75

Name of work :- **Procurement of 135 Ltr foam based fire Extinguishers 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  
AIIMS Rishikesh

To,

The Executive Engineer,  
AIIMS Rishikesh,

Sub: **Procurement of 135 Ltr foam based fire Extinguishers 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.

Yours faithfully

**(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 endeavour 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.

- 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) / Contract(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.
- d) 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**

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:

- 1) 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.**

- 2) **Forfeiture of EMD/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 Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.

- 3) **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**

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.

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  
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, विशिष्ट शर्तें, 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.

₹ 45000.00 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 निर्धारित निष्पादन गारंटी को निर्धारित 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 उत्तराधिकारी 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 उत्तराधिकारी 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 वर्णित प्रतिशत से अधिक व निविदा प्रपत्र के खण्डों 12.2 व 12.3 में निहित प्रावधानों के अनुसार निश्चित की जाने वाली दरों पर उस सीमा से अधिक के विचलनों के करने के लिए उनके द्वारा प्रतिभूति-निपेक्ष के रूप में रोक ली जाएगी। इसके अतिरिक्त मैं/हम सहमत हैं कि बयाना राशि या बयाना राशि तथा उपर्युक्त निष्पादन गारंटी जब्त हो जाने के मामले में मुझे/हमें कार्य की पुनः निविदा प्रक्रिया में भाग लेने से रोक दिया जाएगा।

A sum of ₹ 40000.00 is hereby forwarded in Multiple Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt / Fixed Deposit receipts of a scheduled bank / demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as 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 aviolation 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 of Earnest Money Deposit / Performance Guarantee.

मैं/हम एतद्द्वारा 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 #.....

ठेकेदार 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.....

**अनुसूचियां SCHEDULES**  
**[ FOR MAJOR (ELECTRICAL) COMPONENT ]**

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

Schedule of quantities (Enclosed)

Page No. -

अनुसूची 'ख' **SCHEDULE 'B'**  
 ठेकेदार की निर्गत की जाने वाली सामग्रियों की अनुसूची  
 Schedule of materials to be issued to the contractor.

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
<b>NIL</b>			

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  
 works

General conditions of contract for CPWD

1. Reference to General Conditions of contract

2016 as amended upto date.

**Name of work: Procurement of 135 Ltr foam based fire Extinguishers at AIIMS Rishikesh**

कार्य की अनुमानित लागत Estimated cost of work	: ₹ 2000000.00
(i) धरोहर राशि Earnest money	: ₹ 40000.00
(ii) निष्पादन गारंटी Performance guarantee :	5% of tendered value. निविदित मूल्य का 5 प्रतिशत
(iii) प्रतिभूति निक्षेप: Security Deposit:	2.5% of tendered value plus 50% of performance guarantee for contract, involving maintenance of the building and services / other work after construction of same building and services / other work.

**अनुसूची 'च' SCHEDULE 'F'**

सामान्य नियम एवं दिशानिर्देश:

**General Rules & Directions:**

निविदा आमंत्रण करने वाला प्राधिकारी

Officer inviting tender -

EE, 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 अनुसार होगा

निम्नानुसार

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

see below

Definitions:

2(v) भारसाधक इंजीनियर

Engineer-in-Charge

EE, AIIMS Rishikesh

2(viii) स्वीकार कर्ता प्राधिकारी

Accepting Authority

SE, 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:

S.R.(Int., Ext.) with upto date correction slips & market rates

2(xii) Department:

AIIMS Rishikesh

9(ii) Standard CPWD contract Form:

GCC 2010, 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  
as modified

CPWD form 8 (Print edition -2016)

Standard CPWD contract Form

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 अनुमय एक्सटेंशन  
Maximum allowable extension with late fee @ 0.10% per day of performance guarantee amount beyond the period as provided in (i) above : 7 days

**खण्ड Clause 2**

खण्ड 2 के तहत प्रतिकार निश्चित करने वाला प्राधिकारी

Authority for fixing compensation under clause 2 **SE , 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): -** **NA**

कार्य निष्पादित करने के लिए अनुमत्य समय  
Time allowed for execution of work **45 Days**

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

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

**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 **NA**

**खण्ड 10 d Clause10A**

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 Clause10B(ii)**

क्या खण्ड 10 ख ;पपद्ध लागू होगा

Whether clause 10B (ii) shall be applicable

**No****खण्ड Clause10C**

Component of labour expressed as  
Percent of value of work

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

~~खण्ड 10 गग उन सविदाओं पर लागू होगा जिसमें कार्य  
समापन की अवधि, अगले कालम में दर्शाई गई अवधि से  
अधिक अनुबंधित है।~~

~~Clause 10CC to be applicable in c  
with stipulated period of compensation  
exceeding the period shown in next column~~

**DELETE**: ..... **Months****खण्ड Clause 11**

कार्य निष्पादन के लिए अनुपालन

Specifications to be followed for execution of work

General specifications for electrical works  
with up to date  
correction slips (Hereinafter called CPWD  
specifications also)

**खण्ड Clause 12**

12.2 &amp; 12.3

Type of Work

**Original Work**

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

Deviation limit beyond which clauses 12.2 & 12.3  
shall apply for work

**30%**

12.5

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

**NA****खण्ड Clause 16**

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी  
thereof

Competent Authority for deciding reduced rates

**SE, AIIMS Rishikesh or successor****खण्ड Clause 18**

कार्यस्थल पर ठेकेदार 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 deleted**

**Clause 36(i) Requirement of Technical Representative(s) and Recovery Rate**

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum experience	number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i) Per person	
						Figures ( ` Per person)	Words ( ` Per person)
1	i)Diploma/ Graduate Engineer	E & M	Principal Technical Representative	5/2 years	1 No	35000/50 ,000/- p/m	Thirtyfive thousand/Fifty Thousand

*Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Even if contractor (or partner in case of firm/company) is himself an Engineer/Overseer(s), it is necessary on part of contractor to employ Engineer(s) and/or/Overseer for the supervision of the work(s) as per stipulation.*

**खण्ड Clause 42**

- l) क) सीमेन्ट और बिटुमन की अनुमानमूल मात्रा निर्धारित करने के लिए अनुसूची/विवरण
- l) (a) Schedule/statement for determining theoretical quantity of cement & bitumen NA
- ll) अनुमानमूलक मात्राओं में अनुमत्य विचलन Variations permissible on theoretical quantities. NA
- d½) सीमेन्ट जिन कार्यों के लिए निविदा में अनुमानित मूल्य रु. 5 लाख से अधिक न हो
- a) Cement for works with estimated cost put to tender not more than Rs. 5 lakhs जिन कार्या के लिए निविदामें अनुमानित मूल्य रु. 5 लाख से अधिक हो NA
- for works with estimated cost put to tender more than Rs. 5 lakhs NA
- ख) बिटुमन सभी कार्यों के लिए
- b) Bitumen for all works NA
- ग) इस्पात प्रत्येक व्यास, कोट और श्रेणी के लिए पूनर्वलन और संरचनात्मक इस्पात काट
- c) Steel Reinforcement and structural steel sections for each diameter, section and category. NA
- घ) सभी अन्य सामग्रियां
- d) All other materials NA

**AMENDMENTS TO GENERAL CONDITIONS OF CONTRACT 2014**

**OM No. DG/CON/282 Dated 10-12-2014**

**Sub: Modification in the 5<sup>th</sup> Paragraph of clause-25(ii) of GCC 2014**

**The following 5<sup>th</sup> Paragraph of clause-25(ii) of GCC 2014 is modified as under**

<b><u>EXISTING Provision</u></b>	<b><u>Modified Provision</u></b>
<p>Clause 25 (ii) 5th Paragraph The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act- 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p>	<p>Clause 25 (ii) 5th Paragraph The arbitration shall be conducted in the accordance with the provisions of the Arbitration and Conciliation Act- 1996 (26 of 1996) /The Jammu &amp; Kashmir Arbitration and Conciliation Act, 1997(35 of 1997) (as the case may be) or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause</p>

**OM No DG/SE/CM/CON/283 Dated 05-05-20158**

**Sujb- 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>C.P.W.D. Contractor's Labour Regulations 5. Payment of Wages vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf. vii) All wages shall be paid in current coin or currency or in both. 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. 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 :- "Certified that the amount shown in column No .....has been paid to the workman concerned in my presence</p>	<p>C.P.W.D. Contractor's Labour Regulations 5. Payment of Wages 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. vii) All wages shall be paid through Bank or ECS or online transfer. x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour. 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:- "Certified that the amount shown in column No .....has been paid to the workman concerned through bank account of labour on .....at ....."</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>Clause 5.1  As soon as possible after the Contact 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>Clause 5.1</p>	<p>Clause 5.1  <b>The contractor shall submit a programme Chart (Time and Progress) for each mile stone alongwith performanceguarantee and get it approved by the Department. The Chart shallbe prepared in direct relation to the time stated in the Contract document for completion of items of the works. It shall indicate theforecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessaryby 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 forany work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work asper mile stones given in Schedule 'F'</b></p>
<p><b><u>Cluae 7A</u></b>  <b><u>No Provision</u></b></p>	<p>Clause 7A  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-in-Charge.</p>
<p>Clause 19  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>Clause 19  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>

**FORM OF EARNEST MONEY (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 ..... ( AIIMS  
 Rishikesh) in the sum of Rs. .... (Rs. in words  
 ..... ) for which  
 payment well and truly to be made to the said AIIMS Rishikesh 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 substantiate 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.

***TREMS AND CONDITIONS***

1. The work shall be carried out strictly in accordance with CPWD specifications for electrical works Part-I Internal 2013 and 1995 (external) as amended upto date and in accordance with Indian Electricity Rules, 1956, Indian Electricity Act, 1910 as amended upto date and as per instructions of the Engineer-in-Charge including as below and nothing will be paid extra.
2. 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.
3. The work shall be carried out according to approved drawings/details which shall be subsequently issued to the successful for execution of work and as per instructions of the Engineer-in-Charge who will have the right to change the layout as per requirement at site and the contractor shall not have any claim due to change in layout.
4. All damages done to the building, roads, pathways, floors, walls during execution of electrical 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.
5. 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 electrical works are to be co-ordinated in accordance with the building work and no claim for idle labour will stipulated in the tender, electrical work shall have to be completed within 30 days of the completion of civil work.
6. All the debris of the electrical 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.
7. Issue of material to the contractor wherever stipulated, shall be according to the requirement at site from time to time depending upon the progress of work.
8. Cement for this bonafied work is to be arranged and used by the contractor himself and nothing extra will be paid on this account.
9. 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.
10. The size of conduit and wiring shall be got approved from the Engineer-in-Charge before taking upto the execution.
11. The contractor shall make his own arrangement at his own cost for electrical/general tools and plants required for the work
12. Main board and main distribution board: The work shall be carried out according to the drawings/details as approved by the Engineer-in-Charge. The contractor shall have to get the samples approved before the whole lot is brought to site and it shall include all inter connections etc.
13. No Central/State sales tax/VAT/Contract tax/Excise duty 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.
14. 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 in construction

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.

15. 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.
16. The connection, inter connection, earthing and inter earthing shall be done by the contractor wherever required and nothing extra shall be paid on this account.
17. Some of the items of work, if already executed: on that case the successful tenderer shall have to use these items for completing the work. For wiring, the existing conduit wherever required shall be used by the contractor. The recovery will be made for these items as accepted rate of other agencies.
18. Nothing extra shall be paid for :-
  - (a) Inter connections with thimbles/wires/tapes strips etc.
- 19 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 Electrical/Mechanical Drawing if any change has to require for making full functional.
- 20 All system must have third party certification of the product if required
- 21 All necessary work required to make full functional will be taken up the successful bidder .
- 22 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.
- 23 . All tools and tackles required for overhauling will be arranged by the party
- 24 **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 5 year from the date of satisfactory completing the job. He has to rectify the fault arises due to above at own cost.**

Executive Engineer ,  
AIIMS Rishikesh

### **TECHNICAL SPECIFICATIONS**

1. All hardware items such as screws, thimbles, G.I. wires etc. which are essentially required for completing an item as per specifications will be deemed to be included in the item even when the same have not been specifically mentioned.
2. All hardware materials such as nuts/bolts/screws/washers etc. to be used in the work shall be zinc/cadmium plated iron.
3. Any conduit which is not be wired by the contractor shall be provided with GI fish wire for wiring by some other agency subsequently. Nothing extra shall be paid for the same.
4. While laying conduit, suitable junction boxes shall be left for pulling the wires.
5. Copper wire shall be FRLS PVC insulated multi-stranded conductor. Termination of multi-stranded conductors shall be done using crimping type thimbles at both the ends. Nothing extra shall be paid for the same.
6. The makes of material have been indicated in the list of acceptable makes. No other make will be acceptable. The material to be used in the work shall be got approved from the Engineer-in-Charge before its use at site. The Engineer-in-Charge shall reserve the right to instruct the contractor to remove the material which, in his opinion, is not as per specifications.
7. The proof of purchase in the form of Invoice/cash memo, of all the major components such as Cables, Wires, Fittings, MCB DB's, Geysers, Exhaust fans etc. shall have to be produced by the contractor at the time of final bill or as and when demanded by the deptt.
8. Test report of all the XLPE insulated PVC sheathed armoured power cables used at site of work shall have to be submitted by the contractor at the time of submission of final bill.
9. Where switches/sockets/telephone outlets are to be provided, the same shall be of only one make.
10. The MCB distribution boards shall be factory fabricated in the works of the manufacturer of the MCB's of any of the makes specified and the same shall be duly pre-wired in the works. The board shall be brought to site in ready for installation condition. The MCBs and the MCB distribution board shall be of the same make.
11. The earthing shall be carried out in the presence of the Engineer-in-Charge or his authorized representative.
12. All fittings/fans will be earthed as per specifications.

Executive Engineer  
AIIMS Rishikesh

**LIST OF ACCEPTABLE MAKE**

S. No.	Item	Name of Manufacturers
1.	FRLS PVC insulated copper conductor single core/ XLPE armoured cable cable for wiring. (ISI marked)	R.R Kable/ Havells/Grandlay/Polycab/Bonton
2.	Telephone Cables Co-exail TV cables	Delton/Kent/Finolex /Polycab
3.	CAT-6 Cables for LAN wiring & Internet Cable	D-Link/Legrand /Finolex/Avaya/Lucent/ RR Kable.
4.	MS Conduit i/c accessories (ISI marked)	AKG/BEC/NIC/Steelcraft / JPC Pipes/RMCON
5.	DWC Pipe	REX/Duraline/Gemini pipe
6.	Modular switch, socket/Telephone socket/cable TV socket/Data outlet Socket/Fan Regulator/Metal Boxes/ Occupancy sensor	Legrand-(Arteor)/ M.K.(Blenze)/ Crabtree/Anchor Woods/C&S
7.	GI Pipe	Tata/Jindal (Hissar)/Prakash Surya/Swastik
8.	Paints	ICI/Asian/Berger
9.	Terminal Blocks and connectors	Elmex/Essen/Connect Well.
10.	Compact air insulated rising main.	Legrand/Schneider/L&T/GE
11.	MCB, MCBDB, RCBO's/RCCB's,	Schneider Electric/Legrand/L&T Hagger Siemens/ABB/C&S
12.	MCCB/Timer	Schneider Electric/ Siemens/Larsen & Toubro/ Legrand/L&T Multiline/ Havells/ABB/C&S
13.	SFU, FSU, HRC Fuses, cable management system/DLP Trunking	Schneider Electric/ Siemens/ Legrand/ L&T/ Havells/C&S
14.	Ammeter/Voltmeter	AE/IMP/Rishabh/HPL (only digital type to be used)
15.	Selector Switch/CT's	Kayee/Siemens/Bhartiya Cutler Hammer/L&T
16.	Change over Switch	HPL/H-Elcon/Standard/L&T/Siemens/ Havells/C&S
17.	Indicating Lamps	Teknic/Siemens/L&T/Vaishnov
18.	Panel Board/Feeder Pillar	Manufacturers having ISO 9001 certification & CPRI approved
19.	Energy Meter/Multifunctional/Intelligent Energy Meter.	HPL/L&T/Hensel/Anchor/Siemens.
20.	Fresh Air Fan/Wall Mounted Fan/Ceiling fan/Exhaust fan. (only energy efficient fans, consuming $\leq 50$ W and CMM $\geq 200$ for 1200 mm & 60 W and CMM $\geq 240$ for 1400 mm shall be used).	Crompton/Orientpolar/Khaitan/ Ortem/ Usha
21.	Fluorescent/CFL/LED/Flood/Bulk head Fitting	Phillips/Wipro/syska
22.	Lamps	GE/Osram/Phillips/Wipro/C&S
23.	Wall Brackets	DECON/Phillips/GE/Havells
24.	Angle Holder/Batten Holder (ISI marked)	Kinjal/Emperor/Anchor
25.	Geyser	Racold/Crompton/Jaguar./AO Smith
26.	NRV/Gate Valve	Sant/Leader/BS
27.	XLPE insulated PVC sheathed aluminium cable upto 1.1 KV Gd	Polycab/Finolex//Nicco/KEI/Grandlay/ Gloster/Universal/Bonton/RR Kabel
28.	PVC conduit i/c accessories	Precision/Asian/Diamond/Mod./AKG/JPC Pipes
29.	Paino type Switches/Socket/TV / Telephone Outlet (ISI marked)	Anchor/Rider/Leader

Superintending Engineer,  
AIIMS Rishikesh

**(Annexure AA)****Compliance form to be filled by bidder****135 Liters Capacity Mechanical Foam Type Fire Extinguisher**

Specification	Title	Item Technical specifications Requirement	Compliance		Documents attached		Remark
			Yes	No	Yes	No	
Generic	ITEM	135 litres capacity mechanical foam Fire extinguisher , mounted vertically on trolley wheels duly ISI marked to IS 14951					
	Conformity to Indian Standard	IS : 14951 latest					
	<b>Extinguishing Media</b>	Aqueous Film Forming Foam (AFFF)					
Constructional	Expellant Medium Type	CO2 Gas Cartridge Type					
	Expellant Medium (CO2 gas cylinder) capacity	1					
	Test Pressure for The extinguisher body and the cap (without the safety release valve)	minimum internal hydraulic pressure of 3.0 MN/m <sup>2</sup> (30 Kgf/cm <sup>2</sup> )for a period of 2 min					
	Burst Pressure for The extinguisher body and the cap (without the safety release valve)	minimum internal hydraulic pressure of 4.5 MN/m <sup>2</sup> (45 Kgf/cm <sup>2</sup> )					
	CHARGE	Foam concentrate conforming to IS 4989 (Part 2) and quantity not less than 8L (for 6 [percent concentrate ) or 4L (for 3 percent concentrate ) and balance quantity of water to make the foam water solution to 135 litres					
	Rechargeable	Yes					
	Body Construction	Circumferential and horizontal joints of the body shall be of welded					

		type and complete as per clause 7.2 of IS: 14951					
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Specification	Title	Product Value					
	Carrying Handle	made of mild steel rod or minimum 1.25mm thick tube of not less than 25 mm diameter					
	Neck Ring with parallel screw threads conforming to class A of IS 2653 (Part I) for an effective length of not less than 20 mm threads provide a clear opening of no less than 75 mm diameter	Yes					
	Threaded Cap for not less than 20 mm effective length with parallel threads conforming to class A of IS 2653 (Part 1)	Yes					
	Snifter Valve	snifter valve (breathing device) shall be fitted to extinguishers for upright type and the design shall be such that when variation in atmospheric temperature is within $\pm 100^{\circ}\text{C}$ there shall be no spouting of liquid through nozzle					
	Safety pressure release valve mechanism by which if the pressure inside the container exceeds 25 kg/cm <sup>2</sup> , the safety pressure release valve will release the internal pressure	Yes					



	automatically							
	Liquid Level Indicator	Yes						
	Discharge Hose Type	Minimum bore size of discharge hose 19mm and a length of minimum than 6 m						

Specification	Title	Product Value						
	Foam Making Branch and Other Discharge fittings	As per clause 701. Of IS 14951						
	Syphon Tube	Yes						
	Drain Plug size	25						
	Wheeled Carriage	With wheeled carriage with rubber-tyred wheels of size 405 mm x 50 mm x 25 mm and axle of mild steel rod of 25 mm minimum diameter						
	Color	Each extinguisher body shall be painted either with epoxy powder coating or synthetic enamel paint. The shade shall be 'Fire Red' or 'Post Office Red' confirming to Shades No. 536 or 538 of IS 5						
Performance	<b>Total liquid capacity of the container when filled to the specified level</b>	135						
	<b>Discharge Capacity</b>	minimum 90 percent by mass of the actual rated capacity of the extinguisher, when the extinguisher is set into operation under normal temperature conditions 27° C ± 5° C						
	<b>Discharge Range</b>	12 m for the minimum period of 60 second						
	<b>Maximum period of discharge of minimum 90 percent of the liquid</b>	180 seconds						
	Fire Rating for							

	which Fire Extinguisher is suitable	-						
Certification	BIS Marketing to IS 15961	Yes						
	CM/L Number with Validity Period							
	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Yes						
	Test Report No							
	Test Report Date							
	Name of the Lab							
	Address of the Lab							
	Test Report to be provided to the buyer on demand	Yes						

**Note:- Above form shall be filled and duly signed by Bidder. Singed copy of this document shall be uploaded along with tender documents.**

## Schedule of Quantities

S.no	Item	Unit	Quantity	Rate (Including Tax)	Amount (Including Taxes)
1	S I T C of 135 litres capacity mechanical foam Fire extinguisher , Mounted vertically on trolley wheels duly ISI marked to IS 14951 and conforming to specifications mentioned in the tender document as Annexure AA.	Nos.	20		