

**All India Institute of Medical Sciences**  
**Veerbhadra Marg, Pashulok,**  
**Rishikesh-249203**



**Work of providing and fixing chair for seating arrangement of Auditorium at  
AIIMS Rishikesh**

<b>Ref. No.</b>	<b>:</b>	<b>21/SE/Civil/2019-20</b>
<b>Publishing Date</b>	<b>:</b>	<b>10-10-2019 at 09:00 AM</b>
<b>Bid Submission Start Date</b>	<b>:</b>	<b>11-10-2019 at 11:00 AM</b>
<b>Pre bid meeting</b>	<b>:</b>	<b>18-10-2019 at 03:00PM</b>
<b>Last Date of Bid Submission</b>	<b>:</b>	<b>24-10-2019 upto 03:00 PM</b>
<b>Bid Opening</b>	<b>:</b>	<b>25-10-2019 at 03:30 PM</b>

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Certified that this bid document contains pages 1 to 42 (One to Forty-Two page).

Superintending 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)**

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

The Superintending Engineer, AIIMS Rishikesh on behalf of Director, AIIMS Rishikesh invites Item rate e-tenders from contractor of specialized agency for the following work :-

NIT No. : **21/SE/Civil/2019-20.**

Name of Work: - **Work of providing and fixing chair for seating arrangement of Auditorium at AIIMS Rishikesh.**

Estimated Cost: **Rs. 1,53,60,000.00** Earnest money: **Rs 3,10,000.00** & period of completion: **60 Days**

Last date & time of submission of bids: 24-10-2019 upto 03:00PM

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 specialized agency 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 bid
<b>Work of providing and fixing chair for seating arrangement of Auditorium at AIIMS Rishikesh</b>	<b>Rs. 1,53,60,000.00</b>	<b>Rs. 3,10,000.00</b>	60 days	24.10.2019 upto 03:00PM	25.10.2019 at 3:30PM

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 can upload documents in the form of PDF format only.
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 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 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. **ELIGIBILITY CRITERIA**

- A. The Bidder should only be a reputed manufacturer for all types of furniture items and should have its own manufacturing set-up in India for more than 10 years (Minimum 1,00,000 Sq. Ft. Manufacturing area). The proper documentary proof (i.e. Factory License, EPF Registration, ESIC Registration, Trade Mark Certificate for their Brand Name, Undertaking on Company Letter head w.r.t. the Manufacturing Area, MOA of company, GST Registration) should be enclosed with tender bid.
- B. The bidder shall have Average Annual Turnover of Rs. 100 Crores or more from manufacturing of all types of Furniture items only. Audited balance sheet & Profit & loss statement of three financial years (i.e. 2015-16, 2016-17 & 2017-18) should be provided to exhibit financial capability of the manufacturer. Profit & Loss statement also to be provided. The bidder should not be in loss in the last 3 financial years.
- C. The bidder should have experience of successfully completing order worth 30 Crore or more for the supply of Institutional Furniture to more than 1,000 Locations during Five years ending March 31, 2019 in any of Central Government / State Government / Institutional / Educational Institute of National repute.

A single completion certificate worth 30 Crore or above issued against single supply-order or multiple orders under single rate contract from same department under same year can be considered without levying any penalty.

- D. In addition, the bidder should have supplied minimum 1,020 Nos. Of Auditorium Chairs to any Medical College Building through any Central / State Govt. Department anywhere in India only during last financial year (i.e. 2018-2019). The copy of successful completion certificate issued by not below the rank of superintending Engineer along with the copy of Supply Order must be enclosed herewith.
- E. The bidder shall have experience of supplying furniture to Govt Department / Govt Educational Institutes from the last 10 Years. As a documentary proof the Supply order copies of all ten years to be attached for reference.
- F. The Financial value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the actual date of completion to last date of receipt of eligibility bid. The Works should have been executed in the same name in which present bid is made.
- G. Manufacturers need to submit an EMD of Rs. 3,10,000.00 to be eligible to participate in this tender. This payment shall be paid online using / FDR/ Bank Guarantee . EMD shall not be exempted against any document & each bidder has to submit it.
- H. The bidder shall have sufficient manpower to execute bulk projects of furniture manufacturing & supply. The manufacturer shall have minimum of 500 skilled & semi-skilled workers employed in manufacturing plant as well as permitted under Factory License. The documentary proof in terms of PF & ESI (for last six months) to be attached with the technical bid.
- I. The bidder must enclose the documentary proof of up-to date GST Return, EPF Challan and ESIC Challan with technical bid.
- J. The bidder should submit a Bank Solvency Certificate issued from any nationalized bank worth Rs. 25 Crore or more which should not be more than one-year-old from the last date of bid submission.
- K. The Committee can visit manufacturing Plant of the bidders for technical evaluation & financial bid shall be opened only once the bidder's manufacturing setup is approved by committee. Hence bidder should furnish an affidavit on Non-Judicial Stamp Paper of Rs. 100/- confirming that the technical committee of the purchaser can visit the manufacturing unit of the bidder to evaluate technical aspect, production capacity/ customisation capability etc before opening of financial bid.
- L. The Bidder should have Help Line Number (Toll Free Number) operational from last One Year to attend the calls received regarding repair / maintenance. An affidavit on Non-Judicial Stamp Paper of Rs. 100/- confirming that the Toll Free Number shall be operational for next five years.
- M. The bidder should have an ISO-9001:2015 or latest version, ISO-14001:2015 or latest version, OHSAS-18001:2007 or latest version, ISO 50001:2011 or latest version; BIFMA Membership, IGBC Membership and AIOTA Certification and the copies of the same should be enclosed.
- N. The bidder shall be involved in producing green furniture, test certificate of one or more products as per Method UL 2821 Green guard certification program as per Standard ANSI/BIFMA M7.1-2011 & comply with Acceptable Indoor Air Quality Criteria. The copy of the certificate should be enclosed herewith.
- O. The product should carry one-year comprehensive warranty against manufacturing defects and an undertaking on the company letter head should be submitted by the bidder with tender.
- P. The bidder should have in house production for all kinds of metal working or wood working processes required to manufacture this tendered item. The bidder shall have fully automated plant for powder

coating of metal parts. Complete details of the Machinery, equipment and tools available in the manufacturing need to be submitted along with the photograph. The bidder should also have installed Effluent Treatment Plant in working condition.

Q. The bidder should furnish an affidavit on Non-Judicial Stamp Paper of Rs. 100/- for not been having black listed or debarred for any product by any Government/Semi Government/PSU/Banks/Universities/Educational Institute etc during last Ten years at the time of submission of tender bid for any item or by any reason.

R. Bidder should have sufficient manpower resource to plan & execute properly the assembly & placement work. Bidder should also assist for the compatibility of old (existing furniture lying with Department) and new furniture.

The full list of employees (Administrative and Technical) along with the escalation Matrix for the said project should be enclosed with the tender bid

S. The Bidder should have the following plant and machinery in its factory / manufacturing unit:

- Computer controlled multi stationed through feed edge bending machine.
- CNC Router Machine
- Power Press Machine (Capacity from 10 Ton to 250 Ton)
- Pipe Cutting Machine
- Pipe Bending Machine - CNC
- Hydraulic Brake Press Machine (Sheet Bending Machine) – 10 Feet
- Power Shearing Machine – 10 Feet
- Turret Punch Press Machine
- Laser sheet processing machine.
- Hot Press for laminate pressing
- Membrane pressing machine
- Post Forming Machine
- Sliding panel Saw machine
- Spindle Moulder Machine
- SS Pipe Policing Machine
- Pipe Squeezing Machine
- Multi Boring Machine
- MIG Welding Machine
- TIG Welding Machine
- Spot welding
- Zig Saw Machine
- Nine tank Automatic Anti Rust surface treatment plant.

The copies of invoices in the name of the bidder along with the photographs of machineries should be enclosed with the tender. The List of machinery with capacity should be authorised by cost & works auditor & submitted along with technical bid.

T. The bidder should have in-house testing lab to test the raw material as well as to test the finish material for best quality product.

The list of testing equipment's along with the copies of invoices in the name of the bidder and the photographs of machineries should be enclosed with the tender.

U. The manufacturer should have the up-to-date calibration certificates of the testing lab equipment's calibrated by any NABL approved lab. The copy of the same should be enclosed with the tender bid.



- V. The manufacturer should have either own office or Authorized Service Centre in the state of Uttarakhand to provide prompt after sales service. The documentary proof should be enclosed with the tender bid.
  - W. Joint Venture for the said project is not allowed.
  - X. All documents submitted by the bidder should be notarized.
  - Y. The Bidder should quote for all items of the tender. Any tender for Part item will be rejected out rightly. An undertaking on the company letter head confirming the same should be enclosed with tender.
  - Z. The samples of Chair will be called by Department from documents based technically qualified bidders only. The qualification of bidder would be based on the evaluation of documents submitted by the bidder along with the evaluation of the samples. No Technical Deviation shall be allowed.
  - AA. Samples for Testing: Samples of all items required for testing through any Govt. Approved Testing Lab shall be provided free of charge by the contractor.  
  
The contractor will bear the cost of samples; transportation of samples to the Testing Lab, Testing Charges & any other incidental charges and client will not pay any amount for the same.
  - BB. If the documents as well as the samples submitted by the bidder would not be up to the mark as per the tender requirement, the tender of such bidders would be rejected and the financial bid would not be opened.
16. Sample of chair will be call on a particular stipulated date. If chair sample is not found as per BOQ or if bidder is not be able to brought sample on requisite date, bidders will be consider ineligible for participate in financial bid.
  17. Contractor shall have to visit site prior to quoting bid. Contractor shall have to make proper architectural plan of chair with proper line of sight diagram before installation as per direction of Engineer-in-charge.
  18. Necessary modification in civil and electrical in platform where chair should be fix is in scope of contractor.

**CPWD - 6**

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

Item rate tenders are invited on behalf of Director, AIIMS Rishikesh from from specialized contractor of “**Work of providing and fixing chair for seating arrangement of Auditorium 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.1,53,60,000.00**, 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:-

Similar work means:- providing and fixing of Auditorium Chairs.

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

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 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. The architectural and structural drawings shall be made available as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.

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

The bid submitted shall be opened on 25.10.2019 at 03:30 PM

6. 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.**

7. 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.
8. 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.
9. 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.
10. 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.
11. 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 and Superintending 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.
12. 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:-21/SE/civil/2019-20 Work of providing and fixing chair for seating arrangement of Auditorium 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,

Superintending Engineer  
AIIMS Rishikesh

To,

The Superintending Engineer,  
AIIMS Rishikesh,

Sub: Submission of Tender for the work of **Work of providing and fixing chair for seating arrangement of Auditorium at AIIMS Rishikesh.**

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 of Division)

'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) / 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.
- 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 the **Head quarters of the Division** of the Principal / Owner, who has floated the Tender.
- 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)

(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 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.

₹ 3,10,000.00 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 □□□□ □□□□□□ □□ □□□□□□ 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 □□□□ □□□□□□ □□ □□□□□□ 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 प्रतिषत से अनधिक 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 Rs. 3,10,000.00 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 Gurantee 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. **Futher, 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 #.....

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

साक्षी Witness : #

पता Address: #

उपजीविका Occupation : #

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

### 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 (CIVIL) COMPONENT ]

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

Schedule of quantities (Enclosed) Page No. - 37 to 39

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

क्रम. सं. S.No.	मद विवरण Description of item	मात्रा Quantity	जिस दर पर सामग्रियां टेकेदार को प्रभारित होगी वह दर अंकों एवं षब्दों में Rates in figures & words at which the material will be charged to the contractor	निर्गत स्थान Place of Issue
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1	2	3	4	5
<del> </del>				

अनुसूची 'ग' SCHEDULE 'C'

टेकेदार 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
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1	2	3	4
<del> </del>			
NIL			

**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. -----Nil-----

**अनुसूची (ङ) SCHEDULE 'E'**

1.	टेके की सामान्य शर्तों का संदर्भ Reference to General Conditions of contract	General conditions of contract for CPWD works 2014 as amended upto date.
	Name of work:	
	कार्य की अनुमानित लागत Estimated cost of work	: ₹ 1,53,60,000.00
	(i) धरोहर राशि Earnest money	: ₹ 3,10,000.00 (To be returned after receiving Performance Gurantee)
	(ii) निष्पादन गारंटी Performance guarantee :	5% of tendered value. निविदित मूल्य का 5 प्रतिषत
	(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 -

कार्य की मर्दों की मात्रा के लिए अधिकतम प्रतिषत जिससे अधिक  
निष्पादित मर्दों के लिए दरों का निर्धारण खण्ड 12.2 और 12.3 के  
अनुसार होगाMaximum 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.**Director, AIIMS Rishikesh**

निम्नानुसार

see below

2(v)	भारसाधक इंजीनियर Engineer-in-Charge	<b>SE, AIIMS Rishikesh</b>
2(viii)	स्वीकार कर्ता प्राधिकारी Accepting Authority	<b>EE, AIIMS Rishikesh</b>
2(x)	अतिरिक्त और लाभों को पूरा करने के लिए श्रम एवं सामग्रियों की लागत पर प्रतिषतता Percentage on cost of materials and labour to cover all overheads and profits.	<b>15% (Fifteen per cent)</b>
2(xi)	दरों की मानक अनुसूची Standard schedule of Rates for Civil: - <b>correction slips</b>	<b>Delhi Schedule of rate 2018(Civil) with Issued upto date of receipt of tender.</b>
2(xii)	विभाग Department	<b>AIIMS Rishikesh</b>
9(ii)	मानक के.लो.नि.वि. टेका 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 : 1 to 15 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 **Yes**

**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 **30 days.**

लक्ष्य नीचे दी गई सारणी के अनुसार

**Milestone(s): -** **NA**

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

Authority to decide  
(i) Extension of Time **SE, AIIMS Rishikesh**  
(ii) Rescheduling of mile stones **SE, 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 **6 A**

**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 **Rs.1.0 Lakhs**

**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 **Yes / हाँ**

**खण्ड Clause10C**



Component of labour expressed as  
Percent of value of work

NA

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

<p>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 case of <b>DELETE</b> with stipulated period of compensation exceeding the period shown in next column : ..... Months</p>
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**खण्ड Clause 10d**

Yes

**खण्ड Clause 11**

कार्य निष्पादन के लिए अनुपालन  
Specifications to be followed for execution of work

For Civil : CPWD specification 2009, Volume-I & II  
with correction slips upto date of receipt of tender.

**खण्ड Clause 12**

12.2 & 12.3	Type of Work 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 building work (Other than foundation)	Original Work  30%
12.5	(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work)  (ii) Deviation limit for items in earth work subhead of DSR or related items	30%  100%

**खण्ड Clause 16**

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी  
Competent Authority for deciding reduced rates

SE, AIIMS Rishikesh

**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**

<b>Constitution of Dispute Redressal Committee (DRC)</b>	<b>Competent Authority to appoint DRC and Arbitrator</b>
DRC shall constitute one Chairman and two members	Director, AIIMS Rishikesh

**खण्ड Clause 31**

Whether clause 31 shall be applicable

Yes

**खण्ड Clause 36(i)**

Cost of work (Rs in Lacs)	Requirement of technical staff		Minimum experience (in years)	Designation
	Qualification	Number		
Upto 150 Lacs	Graduate or Diploma Engineer	1	05 years	Project Planning/Site/Bi lling engineer

**खण्ड Clause 42**

- I) क) सीमेन्ट और बिटुमन की अनुमानमूल मात्रा निर्धारित करने के लिए अनुसूची/विवरण के लोनिवि द्वारा मुद्रित दिल्ली दर अनुसूची 2012 के आधार पर
- I) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2016 printed by C.P.W.D. with correction slips issued up to date of receipt of tender.
- II) अनुमानमूलक मात्राओं में अनुमत विचलन Variations permissible on theoretical quantities. **Yes**
- 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 Not Applicable
- जिन कार्यों के लिए निविदा में अनुमानित मूल्य रु. 5 लाख से अधिक हो 2 प्रतिषत जमा/घटा
- for works with estimated cost put to tender more than Rs. 5 lakhs 2 % plus/minus.
- ख) बिटुमन सभी कार्यों के लिए 2.5 प्रतिषत केवल जमा और घटा के पक्ष में शून्य
- b) Bitumen for all works 2.5% plus only & Nil on minus side.
- ग) इस्पात प्रत्येक व्यास, कोट और श्रेणी के लिए पूर्णवर्तन और संरचनात्मक इस्पात काट 2 प्रतिषत जमा/घटा
- c) Steel Reinforcement and structural steel sections for each diameter, section and category. 2% plus/minus
- घ) सभी अन्य सामग्रियां शून्य
- d) All other materials Nil.

अनुमत्य विचलन से अधिक की मात्राओं के लिए वसूली दर

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

क्रम सं. SI No.	मद विवरण Description of item	अंको और षब्दों में वह दर जिस पर ठेकेदार से वसूली की जाएगी Rates in figures and words at which recovery shall be made from the Contractor	
		अनुमत्य विचलन से अधिक आधिक्य Excess beyond permissible variation	
		अनुमत्य विचलन से अधिक उपयोग घटाया Less use beyond the permissible variation	
1.	सीमेन्ट Cement	N.A.	<b>Rs. 6210/- Per MT</b>
2.	ईस्पात Steel Reinforcement	N.A.	<b>Rs. 53099/- Per M.T.</b>

**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 ..... (Name and division of Superintending 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 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.

**BLANK**

**PARTICULAR SPECIFICATIONS**  
**&**  
**SPECIAL CONDITIONS**

**1. GENERAL**

- 1.1 Wherever any reference to any Indian Standard Specifications of BIS occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
- 1.2 The contractor shall work according to the programme of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a programme of the work within 15 days from the stipulated date of start of the work.
- 1.3 The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
- 1.5 Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.
- 1.6 The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
- 1.7 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.
- 1.8 The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.
- 1.9 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.
- 1.10 All the material related to the work execution shall be approved by Engineer-In-charge.
- 1.11 Any cement slurry added over base surface for bond or for continuation of concreting, for protecting reinforcement bars, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.

- 1.12 Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required at any stage shall have to be done by the contractor at his own cost.
- 1.13 No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 1.14 Only Stainless Steel screws shall be used unless otherwise specified.
- 1.15 **Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.**
- 1.16 Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.
- 1.17 The contractor shall prepare all the needed shop drawings well in advance and get them approved before placing the order and execution of the item.

## **2.0 SAFETY MEASURES AT CONSTRUCTION SITE**

In order to ensure safe construction, following shall be adhered for strict compliance at the site:-

- (i) The work site shall be properly barricaded.
- (ii) Adequate signages indicating 'Work in Progress – Inconvenience caused is Regretted' or Diversion Signs shall be put on the sites conspicuously visible to the public even during night hours. These are extremely essential where works are carried out at public places in use by the public.
- (iii) The construction malba at site shall be regularly removed on daily basis.
- (iv) All field officials and the workers must be provided with safety helmets, safety shoes and safety belts.
- (v) Proper MS pipe scaffoldings with work – platforms and easy-access ladders shall be provided at site to avoid accidents.

Necessary First-Aid kit shall be available at the site.

The above provisions shall be followed in addition to the provisions of General Condition of Contract.

## Annexure - I

## (SPECIMEN)

## (Ref. para 3.3 of Particular Specifications and Special conditions)

## GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECT AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

The Agreement made this .....day of .....two thousand and ..... between .....son of .....of .....(hereinafter called the **Guarantor** of the one part) and the Director, AIIMS Rishikesh (hereinafter called Government of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated ..... and made between the **GUARANTOR** of the one part and the Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak – proof.

AND WHEREAS **GUARANTOR** agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for ten years from the date of giving of water proofing treatment.

NOW THE **GUARANTOR** hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose;

- (a) Misuse of roof shall mean any operation which will damage water proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
- (c) The decision of the Engineer-in-charge with regard to cause of leakage shall be final.

During this period of guarantee the **guarantor** shall make good all defects and in case of any defect being found, render the building water –proof to the satisfaction of the Engineer-in-Charge at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the **GUARANTOR'S** cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the **Guarantor** shall be final and binding.

That if **GUARANTOR** fails to execute the water proofing or commits breach thereunder then the **GUARANTOR** will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the **GUARANTOR** in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the Government the decision of the Engineer – in – Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor ..... and by ..... and for and on behalf of the Director, AIIMS Rishikesh on the day, month and year above written.

Signed, sealed and delivered by OBLIGOR in the presence of –

1. ....
2. ....

Signed for and on behalf of Director, AIIMS Rishikesh by .....in the presence of –

1. ....
2. ....



**1.0 General**

- 2.0 Information and Instruction for Contractors for tendering forming part of NIT and to be posted on website.
- 3.0 Information and instruction for Contractor will form part of NIT.
- 4.0 Late offers will not be accepted.
- 5.0 The bidders are requested to visit site and get familiarized with local condition before submission of tenders.
- 6.0 Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Competent Authority i.e. Director AIIMS Rishikesh.
- 7.0 The bidder should be registered contracting firms under companies Act 1956, if applicable.
- 8.0 Bidders/contracting firms should have completed only in their own name & style, similar work.
- 9.0 All scaffolding shall be arranging by the agency/bidder itself. The bidders should quote their rates keeping in mind that scaffolding, ladder & staging shall be arranged by the bidder itself.
- 10.0 The bidder will take all the precaution not to damage any part of the building. Anyhow if damage is done, the same shall be restored to its original shape & size by the executing agency.
- 11.0 Quoted rates deemed to be inclusive of all taxes including GST.
- 12.0 The work is estimated to cost **Rs. 1,53,60,000.00/-**. This estimate, however, is given merely as a rough guide.
- 13.0 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, Reference to the same should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'Nil' or 'No such case' entry should be made in that column. If any particulars/query is not applicable in case of the Bidder, it should be stated as 'not applicable'. The Bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the Bidder being summarily disqualified. Submissions made by telegram, fax, email or telex and those received late will not be entertained.
- 14.0 The Application should be type written/downloaded.
- 15.0 The Application along with required documents should be submitted in Original and should be hard bound and each page serially numbered. All the pages should be duly signed in ink on each page & official seal stamped and should be submitted in a sealed envelope superscribing "Tender documents for Documents submitted in connection with this tender will be treated confidential and will not be returned.
- 16.0 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the Bidder should be signed by an officer not below the rank of Superintending Engineer or equivalent.
- 17.0 The Tender Application in prescribed form duly completed and signed shall be submitted along with a tender document fee of Rs 1180.00/- (Rupees One thousand one hundred

eighty only) shall be submitted in a sealed cover. The processing fee shall be in the form of a Demand Draft/Banker's cheque drawn in favour of AIIMS, RISHIKESH from a scheduled Bank and payable at RISHIKESH.

- 18.0** The credentials submitted in respect of Tender Application shall be verified before award of work. Any information furnished by the Bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from any work awarded and from tendering/taking up of any other work in the Institute. If such Bidder happens to be an enlisted contractor of any Govt. organization, his name shall also be recommended for removal from the approved list of contractors.
- 19.0** Bidders are advised to keep visiting AIIMS RISHIKESH and AIIMS Rishikesh websites from time to time (till the deadline for Tender submission) for any updates in respect of the Tender notice, if any. Failure to do so shall not absolve the Bidder of his liabilities to submit its Tender Application complete in all respect including update, thereof, if any. Incomplete Application may be liable to rejection.

## **2.0 Definitions**

In this document the following words and expressions have the meaning hereby assigned to them.

- 2.1 Institute:** means AIIMS RISHIKESH, acting through Director, AIIMS RISHIKESH
- 2.2 Bidder:** means a legal entity in the form of a proprietary firm, firm in partnership, limited company (private or public) or corporation acting through its authorized signatory. Wherever the generic expression 'he' is used to refer to a Bidder, it will refer to any bidder irrespective of gender.
- 2.3 "Year"** means "Financial Year" unless stated otherwise.
- 3.0 Method of Application:**
- 3.1** If the Bidder is a Proprietary Firm, the application shall be signed by the proprietor, with his full typewritten name, and full name of his Firm with its current address.
- 3.2** If the Bidder is a Firm in partnership, the application shall be signed by all the partners of the firm with their full type written names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney shall accompany the Application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the Application.
- 3.3** If the Bidder is a Limited Company or a Corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application. In such a case, a certified

copy of the power of attorney shall accompany the application. The Bidder should also furnish a copy of the Certificate Incorporation,

- 3.4** In case of foreign entities, only entities having registered establishment in India for carrying out its operations for at least last 7 years and meeting all other eligibility criteria, as mentioned in this document, may also apply.

**4.0 Final decision making authority:**

The Institute reserves the right to accept or reject any Tender and to annul the process and reject all tenders at any time, without assigning any reason or incurring any liability to the Bidders unless such action is warranted by actions of any bidder(s).

**5.0 Particulars provisional:**

The particulars of the work given in Tender Documents are provisional. They are liable to change and must be considered only as information to assist the Bidder to tender for proposed work.

**6.0 Site visit:**

The site for the work is available. The Bidders are advised to visit the site of work and its surrounding and obtain for himself on his own responsibility, all information that may be necessary for preparing the Tender. The cost of visiting the site shall be at the Bidder's own expense.

**Work of providing and fixing chair for seating arrangement of Auditorium**

- 7.1** Components of works executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this. 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 Applications.
- 7.2** The Bidder must submit an undertaking that the bidder is not in default of payment of Statutory dues (other than disputed dues being contested by the Bidder) and that up to date tax returns have been filed along with the payment of due taxes, and submit copies of such returns submitted to the IT Department/Department of Trade and Taxes.
- 7.3** The Bidder should not have incurred any loss in the more than two years during the last five years ending 31<sup>st</sup> March 2019 for which balance sheets, duly certified by the Chartered Accountant, are available.
- 7.5** Bidder should not have been blacklisted by any State/Central Government Department/Autonomous Bodies or PSU. The bidder must submit a duly notarized affidavit to this effect.
- 7.6** The Specialized bidders should submit the **Experience certificate**

**showing completion value of similar work, where similar work means “work of providing and fixing of chair for seating arrangement of Auditorium”. If the tender for which experience certificate is used is having wider scope than the value of work done for providing and fixing chairs shall be clearly marked in completion certificate, which will form the basis of acceptance criteria. The copy of bill of quantity/ final bill paid is also to be attached with the completion certificate to assess the value of relevant portion of similar work.**

- 7.7 The authorization letter from the OEM specialized agency, authorizing the dealer participating in the bid for supplying the chairs for this particular work to the dealer within specified time frame. The dealer has to attach experience certificate in his own name. The experience certificate of OEM will not be counted towards qualification of dealer.
- 7.8 The bidders are required to submit the copy of their PAN Card and VAT Registration/ GST Registration.
- 7.9 The Bidder’s performance for each work completed in the last five years and in hand should be certified by an officer not below the rank of Superintending Engineer or equivalent.
- 7.10 The Bidder needs to make disclosure of any liquidated damages or penalties imposed on it by the clients towards delay in completion of project or for not meeting the contractual specifications, including issues relating to defects, workmanship and warranty obligations.
- 7.11 The Bidder will be required to give an undertaking that it would comply with all statutory laws and compliances, including those applicable to the sub-contractors appointed by him and indemnify the Institute of all implications and consequences resulting from any non-compliances due to any reasons whatsoever,

7.12, Even if a Bidder satisfies the above requirements, he may be liable to disqualification if he has:

- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.
- (c) If confidential inquiry reveals facts contrary to the information provided by the Bidder.
- (d) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria
- (e) If inspection of works in progress or completed by the Bidder are not found satisfactory by the Institute.

## 12.0 Letter of Transmittal:

The Bidder should submit the letter of transmittal attached with the document.

**13.0 Financial Bids:**

After evaluation of Eligibility Documents, a list of the qualified Bidders will be prepared. Financial Bids of the qualified Bidders will be opened on a later date. Date for Financial Bid's opening will be informed separately to the qualified Bidders.

**14.0 Miscellaneous:**

**14.1** The Institute reserves the right, without being liable for any damages or obligation to inform the Bidders, to:

(a) Reject any or all the Tenders without assigning any reason.

**14.2** Any effort on the part of the Bidder or his agent to influence or pressurize the Institute would result in rejection of his Tender. Canvassing of any kind is prohibited.

**14.3** Work shall be executed according to General Conditions of Contract forming part of the Tender Documents. The Institute reserves the right to modify any of the conditions, to its specific requirements.

**14.4** The Bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at RISHIKESH shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding process.

**14.5** The Institute, in its sole discretion and without incurring any obligations or liability, reserves the right, at any time, to;

Suspend and/or cancel the Tender process and/or amend and/or supplement the Tender process or modify the dates or other terms and conditions relating thereto;

Consult any Bidder in order to receive clarification or further information;

Qualify or not to qualify any Bidder and/or to consult any Bidder in order to receive clarification or further information;

Retain any information and/or evidence submitted to the Institute by, on behalf of, and/or in relation to any Bidder; and/or

Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;

Call for information from previous clients and evaluate the previous completed Projects regarding all submissions including litigations;

Undertake physical verification of completed projects and interact with clients;

Call for information from taxation authority or by financial auditor, banker, chartered accountant engaged by the Bidder.

- 14.6 It shall be deemed that by submitting the Tender, the Bidder agrees and releases the authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and the Tender Documents, pursuant here to, and/or in connection with the Tender process, to the fullest extent permitted by applicable law, and raise any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

### Schedule Of Rate

Name of work: Work of providing and fixing chair for seating arrangement of Auditorium At AIIMS Rishikesh

S. No	Description of Item	Unit	Make	Quantity	Rate	Amount
1	<p>Providing, supply and installation Auditorium chair equipped with Push back mechanism, PU padding of 45 Kg/m<sup>3</sup> density and minimum 3 Layer 100% Yarn Dyed fabric Upholsteries. Each seat shall be provided with a self-lubricating roller bearing mechanism. Chair shall be provided with a side table of stainless steel frame and glass top. The MS frame shall be made of 30x30x2mm angle and 20x2mm flat coated with 7 tank ,60 micron powder coating. 12mm thick Commercial ply of century/duro/green ply or equivalent shall be used as base of seat and Polyurethane padding of density 45 Kg/m<sup>3</sup> with 100% yarn dyed fabric upholsteries shall be provided. Back cushion shall be made by 45Kg/m<sup>3</sup> density polyurethane foam with 100% yarn dyed fabric upholsteries. For seating durability, the chair shall have push back mechanism in which the back goes behind and the seat sliding to forward with the assistance of roller bearing of Ebco/ Hettich or equivalent which works on MS angle of minimum size 25X50X2 mm below the seat. Horizontal support member for roller which is useful for seat movement, made of cold-rolled welded steel tubing formed steel brackets welded into an integral freestanding structure upon which the seat, back, and arms are assembled. Floor mount/grouted plate shall be hot-rolled steel mounting anchors. All exposed metal shall be black / approved color of high quality powder coating to prevent lustre. The armrest shall be made out of ply board 12 mm thick of make century/greeply/duro or equivalent covered with Polyurethane foam of density 45 Kg/m<sup>3</sup> and minimum 3 Layer 100% Yarn Dyed fabric Upholsteries with cup holder of stainless steel of standard size. Hanging type footstep shall be supplied with the chair shall be made of 12 mm thick ply board of make century/greeply/duro or equivalent covered with Polyurethane foam of density 45 Kg/m<sup>3</sup> and minimum 3 Layer 100% Yarn Dyed fabric Upholsteries to give comfort to leg calf.</p> <p>The side table supplied with the chair shall be of size - 450mmW X 600mmD. The frame work of table shall be made of stainless steel tube of size 25x25x2 mm bolted/fixed with arms of chairs at outer side with suitable arrangements. 8mm thick bevelled edges toughened glass shall be mounted on stainless steel frame work.</p> <p>Overall height, depth and width of chair = 1080±10 mm, 750±10 mm and 790±10 mm respectively. Width, depth, back and height of seat shall be 450±10 mm, 430±10 mm, 490±10 mm and 445±10 mm respectively. All Exposed Metal part shall be minimum 60 micron high quality of Powder coated to prevent luster. The overall size shall have the tolerance up to ±10 mm. The product should be approved by Architect or Engineer-In-charge.</p>	Each	Godrez/ Geeken or euivalent	30		

2	<p>Providing, supply and installation Auditorium chair with following specification:-</p> <p>1. Sheet metal frame:-</p> <p>A. Foot and foot pipe is made of HR sheet of the size 125x300x4mm and 38mm×78×2mm respectively.</p> <p>B. The back &amp; the base frame are made of C.R. pipe of the minimum size 19x19mm and 2mm thick of ERW tube of grade I conforming to IS: 30748 1976. These frames are embedded (not pasted) into P.U. Foam. In precise frames are inbuilt in PU foam.</p> <p>C. The back &amp; base frame supports <b>Zigzag spring</b> for swinging comfort.</p> <p>2. P.U foam:- Polyurethane foam to be used in close cell formation, high pressure with CFC free quality of minimum density = 50+ 5kg/m<sup>3</sup> and conforming to JISK 6401 or equivalent Indian standard. Hardness of cushion and backrest shall be minimum 120 (+30/-20) <b>Newton</b> and 80 (+30/-10) <b>Newton</b> respectively.</p> <p>Constant Compression Set (max :- -13%) conforming to JISK 6401 or equivalent Indian standard.</p> <p>P.U foam size of base cushion and backrest shall be 550x500x130mm (Length x width x Thickness) 690x500x100mm (Length x width x Thickness).</p> <p>The emerging portion at back cushion foam must have a depth of 45mm at shoulder level and gradually decreases to 15mm at bottom. The back foam has a unique built head rest for comfort.</p> <p>3. Powder Coating:- Minimum 70 micron powder coating with 7 tank phosphating treatment shall be done on frames.</p> <p>4. Cloth upholstery :- Cloth with minimum 3mm high density fire retardant lamination of approved make/quality shall be used.</p> <p>5. Back Cover: - Back foam is covered by matching soft cloth or matching plastic cover (P.P.C.P) as per direction of Engineer-in-charge.</p> <p>6. Row numbers &amp; Asile light: - Row no. are well placed on P.P.C.P. cover of back/ Embroidery on back cloth of seat as approved by Engineer-in-charge. The side panel should support row no. &amp; asile lights for illumination.</p> <p>7. Armrest :- Armrest has to be integral PU with cup holder of standard size and material as approved by Engineer-in-charge.</p> <p>8. Moving mechanism; - This chair shall be equipped with scissor mechanism for synchronous movement of back &amp; base. The base has to be automatically tip-up.</p> <p>Overall dimension of the chair after complete installation should be as follow: -</p> <p>A. Height of the Chair = 1040 ± 10 mm</p> <p>B. Width of the Chair = 610 ± 10 mm</p> <p>C. Length of the Chair = 660 ± 10 mm</p> <p>D. Height of the Armrest= 600 ± 10 mm</p> <p>E. Length of the Armrest = 470 ± 10 mm</p> <p>F. Width of the Armrest = 75 ± 5 mm</p> <p>G. Sliding movement = 115 ± 10 mm</p>	Each	Godrez/ Geeken or equivalent	990		
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Image of auditorium Chair is just indication, Colour will be finalized by the Engineer-in-Charge in consultant with Director.

Grand Total (A) = Rs1,53,60,000.00

**Note: L 1 shall be decided on composite basis**

1. Bidder must submit Financial Bid in separate envelope and clearly mention Financial Bid in Bold letters in the top of the envelope and strictly as per the format given above only
2. I/We have gone through the terms & conditions as stipulated in the tender and confirm to accept and abide the same.
3. No other charges would be payable by the Institute.
4. Quantity mentioned above is tentative, it may increase or decrease as per site requirement.
5. Contractor has to bring samples as per above preferred brands only and Engineer-in-Charge shall approve one sample out of the samples brought by the contractor. The contractor has to use material of that approved sample only. No claim in this regard shall be entertained.
6. In case of non-availability of material of approved make, prior approval from Engineer-in-charge shall be obtained for other make.

Date:  
Place:

Name:  
Business Address:  
Signature of Bidder:  
Seal of the Bidder:

<b>S No</b>	<b><u>Compliance NOTE</u></b>	<b><u>Remark</u></b>
1	The Bidder should only be a reputed manufacturer for all types of furniture items and should have its own manufacturing set-up in India for more than 10 years (Minimum 1,00,000 Sq. Ft. Manufacturing area). The proper documentary proof (i.e. Factory License, EPF Registration, ESIC Registration, Trade Mark Certificate for their Brand Name, Undertaking on Company Letter head w.r.t. the Manufacturing Area, MOA of company, GST Registration) should be enclosed with tender bid.	
2	The bidder shall have Average Annual Turnover of Rs. 100 Crores or more from manufacturing of all types of Furniture items only. Audited balance sheet & Profit & loss statement of three financial years (i.e. 2015-16, 2016-17 & 2017-18) should be provided to exhibit financial capability of the manufacturer. Profit & Loss statement also to be provided. The bidder should not be in loss in the last 3 financial years.	
3	The bidder should have experience of successfully completing order worth 30 Crore or more for the supply of Institutional Furniture to more than 1,000 Locations during Five years ending March 31, 2019 in any of Central Government / State Government / Institutional / Educational Institute of National repute. A single completion certificate worth 30 Crore or above issued against single supply-order or multiple orders under single rate contract from same department under same year can be considered without levying any penalty.	
4	In addition, the bidder should have supplied minimum 1,500 Nos. Of Auditorium Chairs	

	to any Medical College Building through any Central / State Govt. Department anywhere in India only during last financial year (i.e. 2018-2019). The copy of successful completion certificate issued by not below the rank of Executive Engineer along with the copy of Supply Order must be enclosed herewith.	
5	The bidder shall have experience of supplying furniture to Govt Department / Govt Educational Institutes from the last 10 Years. As a documentary proof the Supply order copies of all ten years to be attached for reference.	
6	The Financial value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the actual date of completion to last date of receipt of eligibility bid. The Works should have been executed in the same name in which present bid is made.	
7	Manufacturers need to submit an EMD of Rs. _____ to be eligible to participate in this tender. This payment shall be paid online using NEFT/ RTGS/ FDR/ Bank Guarantee or Payment Gateway mode. EMD shall not be exempted against any document & each bidder has to submit it.	
8	The bidder shall have sufficient manpower to execute bulk projects of furniture manufacturing & supply. The manufacturer shall have minimum of 500 skilled & semi-skilled workers employed in manufacturing plant as well as permitted under Factory License. The documentary proof in terms of PF & ESI (for last six months) to be attached with the technical bid	
9	The bidder must enclose the documentary proof of up-to date GST Return, EPF Challan and ESIC Challan with technical bid.	
10	The bidder should submit a Bank Solvency Certificate issued from any nationalized bank worth Rs. 25 Crore or more which should not be more than one year old from the last date of bid submission.	
11	The Committee can visit manufacturing Plant of the bidders for technical evaluation & financial bid shall be opened only once the bidder's manufacturing setup is approved by committee. Hence bidder should furnish an affidavit on Non-Judicial Stamp Paper of Rs. 100/- confirming that the technical committee of the purchaser can visit the manufacturing unit of the bidder to evaluate technical aspect, production capacity/ customisation capability etc before opening of financial bid.	
12	The Bidder should have Help Line Number (Toll Free Number) operational from last One Year to attend the calls received regarding repair / maintenance. An affidavit on Non-Judicial Stamp Paper of Rs. 100/- confirming that the Toll Free Number shall be operational for next five years.	
13	The bidder should have an ISO-9001:2015 or latest version, ISO-14001:2015 or latest version, OHSAS- 18001:2007 or latest version, ISO 50001:2011 or latest version; BIFMA Membership, IGBC Membership and AIOTA Certification and the copies of the same should be enclosed	
14	The bidder shall be involved in producing green furniture, test certificate of one or more products as per Method UL 2821 Green guard certification program as per Standard ANSI/BIFMA M7.1-2011 & comply with Acceptable Indoor Air Quality Criteria. The copy of the certificate should be enclosed herewith	
15	The product should carry one year comprehensive warranty against manufacturing defects and an undertaking on the company letter head should be submitted by the bidder with tender.	
16	The bidder should have in house production for all kinds of metal working or wood working processes required to manufacture this tendered item. The bidder shall have fully automated plant for powder coating of metal parts. Complete details of the Machinery, equipment and tools available in the manufacturing need to be submitted along with the photograph. The bidder should also have installed Effluent Treatment Plant in working condition.	

17	The bidder should furnish an affidavit on Non-Judicial Stamp Paper of Rs. 100/- for not been having black listed or debarred for any product by any Government/Semi Government/PSU/Banks/Universities/Educational Institute etc during last Ten years at the time of submission of tender bid for any item or by any reason.	
18	Bidder should have sufficient manpower resource to plan & execute properly the assembly & placement work. Bidder should also assist for the compatibility of old (existing furniture lying with Department) and new furniture. The full list of employees (Administrative and Technical) along with the escalation Matrix for the said project should be enclosed with the tender bid	
19	The Bidder should have the following plant and machinery in its factory / manufacturing unit: <ul style="list-style-type: none"> <li>• Computer controlled multi stationed through feed edge bending machine.</li> <li>• CNC Router Machine</li> <li>• Power Press Machine (Capacity from 10 Ton to 250 Ton)</li> <li>• Pipe Cutting Machine</li> <li>• Pipe Bending Machine - CNC</li> <li>• Hydraulic Brake Press Machine (Sheet Bending Machine) – 10 Feet</li> <li>• Power Shearing Machine – 10 Feet</li> <li>• Turret Punch Press Machine</li> <li>• Laser sheet processing machine.</li> <li>• Hot Press for laminate pressing</li> <li>• Membrane pressing machine</li> <li>• Post Forming Machine</li> <li>• Sliding panel Saw machine</li> <li>• Spindle Moulder Machine</li> <li>• SS Pipe Policing Machine</li> <li>• Pipe Squeezing Machine</li> <li>• Multi Boring Machine</li> <li>• MIG Welding Machine</li> <li>• TIG Welding Machine</li> <li>• Spot welding</li> <li>• Zig Saw Machine</li> <li>• Nine tank Automatic Anti Rust surface treatment plant.</li> </ul> The copies of invoices <u>IN THE NAME OF THE BIDDER</u> along with the photographs of machineries should be enclosed with the tender. The List of machinery with capacity should be authorised by cost & works auditor & submitted along with technical bid.	
20	The bidder should have in-house testing lab to test the raw material as well as to test the finish material for best quality product. The list of testing equipment's along with the copies of invoices <u>IN THE NAME OF THE BIDDER</u> and the photographs of machineries should be enclosed with the tender.	
21	The manufacturer should have the up-to-date calibration certificates of the testing lab equipment's calibrated by any NABL approved lab. The copy of the same should be enclosed with the tender bid.	
22	The manufacturer should have either own office or Authorized Service Centre in the state of Uttrakhand to provide prompt after sales service. The documentary proof should be enclosed with the tender bid.	
23	Joint Venture for the said project is not allowed.	
24	All documents submitted by the bidder should be notarized	
25	The Bidder should quote for all items of the tender. Any tender for Part item will be rejected out rightly. An undertaking on the company letter head confirming the same should be	

	enclosed with tender	
26	The samples of Chair will be called by Department from documents based technically qualified bidders only. The qualification of bidder would be based on the evaluation of documents submitted by the bidder along with the evaluation of the samples. No Technical Deviation shall be allowed.	
27	<b>Samples for Testing:</b> Samples of all items required for testing through any Govt. Approved Testing Lab shall be provided free of charge by the contractor. The contractor will bear the cost of samples; transportation of samples to the Testing Lab, Testing Charges & any other incidental charges and client will not pay any amount for the same	
28	If the documents as well as the samples submitted by the bidder would not be up to the mark as per the tender requirement, the tender of such bidders would be rejected and the financial bid would not be opened.	