

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



विद्यया धर्मो नः

**Tender document for CAMC Of Water Purifier /ROs Machines Make M-Tech at**  
**AIIMS Rishikesh**

<b>Ref. No.</b>	<b>:</b>	<b>19(c)/SE/Civil/2018-19</b>
<b>Publishing Date</b>	<b>:</b>	<b>28-12-2018 at 9.30 AM</b>
<b>Bid Submission Start Date</b>	<b>:</b>	<b>28-12-2018 at 11.00 AM</b>
<b>Last Date of Bid Submission</b>	<b>:</b>	<b>14-01-2019 at 03.00 PM</b>
<b>Technical Bid Opening</b>	<b>:</b>	<b>15-01-2019 at 03.30 PM</b>

**INDEX****Name of Work:- CAMC Of Water Purifier /ROs Machines Make M-Tech at AIIMS  
Rishikesh**

Serial No.	Contents	Page No.	Remarks
1.	Cover Page	1	
2.	Index	2	
	<b><u>PART - A</u></b>		
2.	Notice inviting tender	3	
3.	Information and instructions for Contractors	4 to 5	
4.	Notice inviting tender (CPWD - 6)	6 to 7	
5.	Integrity Pact	8 to 15	
6.	Schedule "A" to "F"	16 to 18	
	<b><u>PART - B</u></b>		
7.	Particular specification and terms & condition	19 to 21	
8.	Schedule of Quantities	22 to 22	

-----  
 Certified that this bid document contains pages 1 to 22 (One to Twenty two page).

Executive Engineer  
 AIIMS, Rishikesh

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

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

The Executive Engineer, AIIMS Rishikesh on behalf of Director, AIIMS Rishikesh invites e-tenders from approved and eligible contractors registered in CPWD, MES, Railways OEM or Manufacturer's authorised dealer/Service provider for the following work :-

NIT No. : **19(c)/SE/Civil/2018-19.**

**Name of Work: CAMC Of Water Purifier /ROs Machines Make M-Tech at AIIMS Rishikesh**

Estimated Cost: **Rs.7,18,150.00 (seven Lakhs Eighteen thousand one hundred fifty)** Earnest money: **Rs.14370.00**& period of completion: **11 Months**

Last date & time of submission of bids: 14-01-2019 upto 03:00 PM

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 <https://eprocure.gov.in>

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

The Executive Engineer, AIIMS Rishikesh on behalf of Director, AIIMS Rishikesh invites e-tenders from approved and eligible contractors registered in, CPWD, MES, Railways, OEM or Manufacturer's authorised dealer/Service provider for the following work:

<b>Name of work &amp; Location</b>	<b>Estimated cost put to bid</b>	<b>Earnest Money</b>	<b>Period of Contract</b>	<b>Last date &amp; time of submission of bid</b>	<b>Time &amp; date of opening of bid</b>
<b>CAMC Of Water Purifier /ROs Machines Make M-Tech at AIIMS Rishikesh</b>	<b>Rs.718150.00</b>	<b>Rs. 14370.00</b>	11 Months	14-01-2019 upto 03:00 PM	15-01-2019 at 03:30 PM

1. The intending bidder must read the terms and conditions of CPWD-6 carefully or otherwise specified in this tender documents. 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 Brief discussion of item of work, 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 EMD in favour of AIIMS Rishikesh and Bid 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 themselves registered before bidding.
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. List of Documents to be scanned and uploaded within the period of bid submission:

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

II. Enlistment Order of the Contractor/specialized agency certification detail.

III. Certificate of Registration for Sales Tax / VAT/ GST.

IV. Certificate of work experience (As specified in Clause 1.2.1 of CPWD-6)

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

16. **The hard copies of documents uploaded by contractors should also be submitted in the office of engineering department before the last date/due time of submission of tender.** Those who fail to submit hard copies are treated as disqualified for the further process of tendering.

**CPWD - 6**

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

Tenders are invited on behalf of Director, AIIMS Rishikesh from approved and eligible contractors registered in CPWD, MES, Railways OEM or Manufacturer's authorised dealer/Service provider experience in CAMC for the work of "CAMC Of Water Purifier /ROs Machines Make M-Tech 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. 718150.00, this estimate, however, is given merely as a rough guide.
- 1.2 Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

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

**1.2.1 Criteria of eligibility**

1. 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.**
- 2 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 bidders 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.
3. 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.
4. 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.
5. 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.

6. 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 Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in AIIMS Rishikesh. Any breach of this condition by the contractor would render him liable to reject his Bid submitted by him.
7. 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: 19(c)/SE/Civil/2018-19 CAMC Of Water Purifier /ROs Machines Make M-Tech at AIIMS Rishikesh**

Dear Sir,

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

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

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

Yours faithfully,

Executive Engineer  
AIIMS Rishikesh



To,

The Executive Engineer,  
AIIMS Rishikesh,

**Sub: Submission of Tender for the work of CAMC Of Water Purifier /ROs Machines Make M-Tech at AIIMS Rishikesh**

Dear Sir,

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

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

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

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

Yours faithfully

**(Duly authorized signatory of the Bidder)**

**To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of Director AIIMS Rishikesh.**

**INTEGRITY AGREEMENT**

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

**BETWEEN**

AIIMS Rishikesh represented through Director.....  
(Name of Division)  
AIIMS Rishikesh....., (Hereinafter referred as the  
(Address 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) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract
- 3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

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

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:

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

#### **2) Forfeiture of EMD/Performance Guarantee/Security Deposit:**

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

#### **3) Criminal Liability:**

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

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

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke

the exclusion prematurely.

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

- 1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.
- 2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

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

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Director, AIIMS Rishikesh.

#### **Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is 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: -

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

**अनुसूची 'द' 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 (ड) SCHEDULE 'E'**

- |  |   |
|--|---|
| 1. टेके की सामान्य शर्तों का संदर्भ<br>Reference to General Conditions of contract | General conditions of contract for CPWD works<br>2014 as amended upto date. |
|--|---|

**Name of work: CAMC Of Water Purifier /ROs Machines Make M-Tech at AIIMS Rishikesh .**

- |   |   |
|---|---|
| कार्य की अनुमानित लागत Estimated cost of work | <b>: ₹ 718150.00</b>  |
| (i) धरोहर राशि Earnest money                  | <b>: ₹ 14,370.00 (To be returned after receiving Performance Guarantee)</b>   |
| (ii) निष्पादन गारंटी Performance guarantee :  | 5% of tendered value. निविदित मूल्य का 5 प्रतिशत  |
| (iii) प्रतिभूति निक्षेप: Security Deposit:    | 2.5% of tendered value plus 50% of performance guarantee for contract, involving maintenance of the building and services / other work after construction of same building and services / other work. |

**अनुसूची 'च' SCHEDULE 'F'**

सामान्य नियम एवं दिषानिर्देश:

**General Rules & Directions:**

निविदा आमंत्रण करने वाला प्राधिकारी

Officer inviting tender -

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

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

**Director, AIIMS Rishikesh**

निम्नानुसार

see below

- |   |  |
|---|--|
| 2(v) भारसाधक इंजीनियर<br>Engineer-in-Charge   | <b>EE, AIIMS Rishikesh</b>   |
| 2(viii) स्वीकार कर्ता प्राधिकारी<br>Accepting Authority   | <b>SE, AIIMS Rishikesh</b>   |
| 2(x) अतिरिक्त और लाभों को पूरा करने के लिए श्रम एवं सामग्रियों की लागत पर प्रतिशतता<br>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<br>Standard schedule of Rates for Civil: -<br><b>slips</b>   | <b>MR<br/>Issued upto date of receipt of tender.</b>                           |
| 2(xii) विभाग<br>Department  | <b>AIIMS Rishikesh</b>   |
| 9(ii) मानक के.लो.नि.वि. ठेका फार्म<br>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

;पद्ध (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 **With immediate effect from the date of execution of bond**  
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.**

**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 Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. .... (Rs. in words ) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of first written demand, without the Engineer-in-Charge having to 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.

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

1. Comprehensive Annual maintenance Contract (CAMC) will be start wef the dated of signing the acceptance letter.
2. Rates mentioned against them for a period of 11 months from the date of start of CAMC.
3. It shall be obligatory on the part of the contractor to carry out repair/ maintenance of water coolers/water purifiers under his direct control and supervision and under no circumstances the work shall be assigned to sub- contractor.
4. The term Comprehensive Annual Maintenance Contact shall include servicing, tank washing through chemical, gas filling, replacement of compressor, filter, thermostat, all kind of motor, capacitors, fan blade wiring, all kinds of plug, pads and replacement/repair of all other parts which are required to make the machines in working condition during the currency of the contract at the exclusive risk, responsibility and cost of the contractor.
5. For regular and proper maintenance of the water coolers and water purifiers for instantaneously attending to complaints received, it shall be obligatory on the part of the contractor to depute sufficient number of qualified mechanics on all working days throughout the period from 9.00 AM to 6.00 PM. At least one mechanics shall remain to attend the complaints received from the users of water coolers/ water purifiers during the period of contract. The contractor shall also keep sufficient stock of spare parts in store of Aiims, which may be required for replacement in the event of the above equipment becoming non- functional or defective, during the currency of the contract
6. Contractor should be deployed one dedicated trained Service Engineer to AIIMS Rishikesh during entire period of CAMC.
7. All Defective parts against replaced spare parts will be return to the Institute.
8. The successful contractor shall be required to do the work during the entire period of contract at the rates approved on the basis of the limited tender offer. If due to any reason, the firm is not able to do the work, the same shall be got done from some other firm or from the open market at the risk & cost of the contractor and the expenditure incurred thereon shall be recovered from the contractor. This may even entail the termination of the contract and forfeiture of the performance security.
9. The AIIMS RISHIKESH shall not provide any labour to the contractor for lifting or transportation of the water coolers/water purifiers during the period of the contract.
10. The contractor shall be responsible for handing over all the water coolers/ water purifiers in working condition along with all the accessories to AIIMS rishikesh on the expiry of the contract and the cost of shortcoming, if any, shall be borne by the outgoing contractor.

11. The damage caused, if any, either to Water coolers / Water purifiers or to any other property of the Government through negligence or otherwise, shall be at the risk, cost and responsibility of the contractor. The financial or any other loss suffered by the Government on this account shall be made good by the contractor and decision of AIIMS Rishikesh/Engineer in charge in this context shall be binding on the contractor.
12. Location wise logbook will maintain by the service engineer. Any machine repaired/ maintained will be entered in the same day in the concerned log book and got it verified/ signed by supervisor detailed by the Institute.
13. Agency is not allowed for revising its original price.
14. The price as quoted by the bidder once accepted by AIIMS, Rishikesh (client) should remain valid until the period of rate contract.
15. It may be ensured that parts replaced will be same make of ROs/ authorized brand only and should be shown before replacing under repair and CAMC accordingly, In case if it is found at a later stage the sub-standard inferior quality items supplied, necessary action will be taken against such agency, including forfeiture of their performance security and debarring them for quoting future tenders.
16. The work which is not possible to be carried out in the premises of AIIMS, Rishikesh (Client) can be allowed to be done outside workshop with the prior permission for which no extra charges would be paid for the same.
17. If the agency fails to undertake the job satisfactorily at any period of the time or withdraws its services permanently for more than three consecutive weeks. AIIMS , Rishikesh (client) has every right to cancel the contract and forfeit the Security Deposit without assigning any reason what so ever.
18. Payment will be made quarterly basis i.e. completion of 3 months for actual work done on site and balance after completion of first six month on production of bill/invoice ( in triplicate) duly pre-receipt along with satisfactory reports form the concerned user and supervisor after deduction of TDS. The contractor shall be responsible for smooth and satisfactory working of the water coolers and water purifier and shall obtain certificate from the user at periodic intervals to the effect that the water coolers/ water purifiers have been working satisfactory during the period of the contract and have not remained out of order for want of maintenance/ repairs. Proportionate deductions shall be made from the bill in case equipment remains out of order for more than 72 hours on each occasion
19. Consumables like Pre filter Candle, Carbon Block & Membrane consumables will be replaced as and when required during entire period of CAMC.
20. The contractor shall agree to deposit 10% security money in the form of FD/BG/TD/CD, against the value of particular work order for a period of 15 months

from the date of CAMC and same will be released to the contractor on completion of the contract. The security deposit will not attract any interest on it.

21. In case of any dispute between the Agency' and 'Client', 'Client' shall have the right to decide. However, all the matters of jurisdiction shall be at the local court location at Rishikesh /Dehradun.
22. No payment except payment under CAMC, Shall he made to the contactor for any part Consumable or non-consumable.
23. No extra payment/compensation whatsoever on account of natural calamity/ accident or otherwise will be made to the firm except the offered rates permitted under this contract.
24. The AIIMS Rishikesh reserves the right to terminate the CAMC in full or part at any time during the contract period if the services of the contractor are not found satisfactory. In all matters of dispute relating to the proposed CAMC, the decision of AIIMS Rishikesh/ Engineer in charge in both cases shall be final and binding on the contractor.
25. Water coolers/water purifiers etc. those are under warranty period will be added in the contract after completion of their warranty Period for which the pro rata amount may be paid as per the offered unit rates of limited tender.

## Schedule of Quantity

**Name of Work:- CAMC Of Water Purifier /ROs Machines Make M-Tech at AIIMS  
Rishikesh**

S.No	Description	Unit	Quantity	Rate	Amount
1	Water purifier RO machine (50 Ltr/hrs) Make M-Tech	Nos.	32		
<b>Total Amount</b>					

**Total Amount in word .....**

**Note:-** All stores/spare parts consumable/non consumable Whichever is required to make the machine functional is covered under CAMC, such as filter candle, membrane, SMPS, Motor pump taps, refrigerant, electric parts thermostat capacitor, Fan, Fan blades, motor, Pads etc..

**Signature of Contactor**