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Name of Work :- Supplying & Fixing of Anti-Static Conducting PVC roll for walls in OT Rooms of 3rd Floor at AIIMS Rishikesh.

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Certified that this bid document contains pages 1 to 28 Pages.

Superintending Engineer
AIIMS, Rishikesh
AIIMS, Rishikesh

NOTICE INVITING TENDER

The Superintending Engineer, AIIMS Rishikesh on the behalf of Director AIIMS Rishikesh invites Item rate tenders from eligible contractors having experience of similar work(s):-

NIT No.: 01/SE/Civil/2016-17.
Name of Work: Supplying & Fixing of Anti-Static Conduiting PVC roll for walls in OT Rooms of 3rd Floor at AIIMS Rishikesh

Estimated Cost: ₹ 563144/- Earnest money: Rs 11270/- & period of completion: 15 Days
Last date & time of submission of bids: 06-05-2016 upto 15:00 hours

The tender forms and other details can be seen and downloaded from the website www.aiimsrishikesh.edu.in
INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR TENDERING
FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The Superintending Engineer, AIIMS Rishikesh invites Item rate tenders from approved and eligible contractors having experience of executing similar work:

<table>
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<th>Estimated cost put to bid</th>
<th>Earnest Money</th>
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<td>Supplying &amp; Fixing of Anti-Static Conducting PVC roll for walls in OT Rooms of 3rd Floor at AIIMS Rishikesh</td>
<td>₹ 563144/−</td>
<td>₹ 11270.00/−</td>
<td>15 days</td>
<td>06-05-2016 Upto 15:00 hour</td>
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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
4. All the duly filled/completed pages of the tender should be given serial/page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned Pages/incomplete/partial/part of tender if submitted will be rejected out rightly.
5. All entries in the tender form should be typed or written by pens legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial bid as well as Financial Bid unless authenticated by full signature of bidder. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed up carefully by the tenderer. All Corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
6. (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 months. 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 along with 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.

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

8. 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.

9. 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 bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.

10. Procedure for dealing with ambiguities in rates:

   (i) In item rate tender, intending bidder shall quote his rates in figures and words and amount shall be calculated for every item. The rate matching with amount will be considered for evaluation of tender.

   (ii) In percentage rate tender, the tendered percentage quoted in figures and words shall be taken as correct.

   (iii) In lump sum tenders the amount quoted in figures and words shall be taken as correct.

11. List of Documents to be submitted at the time of issuing of tender:

   I. Enlistment Order of the Contractor.

   II. Certificate of Registration for Sales Tax / VAT and acknowledgement of up to date filed return.
Item rate tenders are invited on behalf of Director, AIIMS Rishikesh from approved and eligible contractors of having experience of executing similar work of "Supplying & Fixing of Anti-Static Conducting PVC roll for walls in OT Rooms of 3rd Floor 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 ₹563144. 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 agency should have experience of executing similar work amount to a minimum of Rs.4.0 lakhs in Govt, Semi Govt/PSU organisation.
   a. Three works of Rs 2.00 Lakh.
      OR
   b. Two works of Rs 3.00 Lakh.
      OR
   c. One works of Rs 4.00 Lakh.

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.aiimsrishikesh.edu.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 15 (fifteen) 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. The cost of tender is Rs.1135 + VAT (as applicable).
The required EMD shall be enclosed with the tender otherwise tender submitted may stand rejected.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be submitted along with application form for the tender.

The bid submitted shall be opened on ...............

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 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.

8. The competent authority does not bind itself to accept the lowest or any other bid and reserves the right 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 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.

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 and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence & negotiation leading thereto.

b) Standard C.P.W.D. Form 8 or other Standard C.P.W.D. Form as applicable.
INTEGRITY PACT

To,

Sub: 01/SE/Civil/2016-17 :- Supplying & Fixing of Anti-Static Conducting PVC roll for walls in OT Rooms of 3rd Floor at AIIMS Rishikesh

Dear Sir,

It is hereby 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 Director, AIIMS Rishikesh.

Yours faithfully,

Superintending Engineer
AIIMS Rishikesh
To,

The Superintending Engineer,
Aiims, Rishikesh.

Sub: Submission of Tender for the work of Supplying & Fixing of Anti-Static Conducting PVC roll for walls in OT Rooms of 3rd Floor 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)
This Integrity Agreement is made at .................................. on this ..............day of .............20

BETWEEN

AIIMS Rishikesh represented through Superintending Engineer, ..................................................,
(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 assign(s)

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 assign(s)

Preamble

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

(Name of work)

hereinafter referred to as the “Contract”.

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

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

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby
agree as follows and this Pact witnesses as under:
Article 1: Commitment of the Principal / Owner

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

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

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

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

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

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

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

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

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

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 20 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 Institute 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.

6) The contractor will provide one vehicle (indigo) or equivalent with driver and fuel for entire project period for use of project cell. The cost of this item will be deemed to be included in the quoted cost by the contractor.

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: -
**TENDER**

We have read and examined the notice inviting tender, schedule, A.B.C.D.E & F, specifications applicable, Drawings & 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.

We hereby tender for the execution of the work specified for the Director, AIIMS Rishikesh 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 modifications in its terms and conditions.

A sum of Rs. 11270/- 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 President of India 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 President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said Performance Guarantee shall be guaranteed to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/we agree that in case of forfeiture of earnest money or both earnest money and performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such violation comes to the notice of Department, then I/We shall be debarred for tendering in AIIMS Rishikesh in future forever. Also, if such a violation comes to the notice of Department before date of start of work, The Engineer – in – Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.
I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

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 _____________________________

Dated …… ……. ……. …….
<table>
<thead>
<tr>
<th>S.No</th>
<th>Description</th>
<th>Quantity</th>
<th>Place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tools and plants to be hired to the contractor</td>
<td>Rate in figures &amp; words at which the material will be charged to the contractor</td>
<td>Place of Issue</td>
</tr>
<tr>
<td></td>
<td>Schedule of materials to be issued to the contractor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Schedule of Quantities (Enclosed)**

Page No - 28 to 28
SCHEDULE ‘D’

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

SCHEDULE ‘E’

3 Name of work:
C/o Supplying & Fixing of Anti-Static Conducting PVC roll for walls in OT Rooms of 3rd Floor at AIIMS Rishikesh

Estimated cost of work

Earnest money:

Performance guarantee:

Security Deposit:

SCHEDULE ‘F’

General Rules & Directions:

Definitions:

2(v) Engineer-in-Charge

For Civil Component:

Superintending Engineer, AIIMS Rishikesh

15% (Fifteen per cent)

For Civil:

Superintending Engineer, AIIMS Rishikesh

Delhi Schedule of rate 2014(Civil) with correction slips issued upto date of receipt of tender.

AIIMS Rishikesh

CPWD form 8 (Print edition -2014) as modified
Clause 1

**Sub-clause**

Time allowed for submission of performance guarantee from the date of issue of letter of acceptance: 7 days

Clause 2

Authority for fixing compensation under clause 2: Director, AIIMS Rishikesh

Clause 2A

Whether clause 2A shall be applicable: Yes

Clause 5

No of days from the date of issue of letter of acceptance for reckoning date of start: 22 days.

Clause 6, 6A

Time allowed for execution of work: 15 days

Authority to decide (i) Extension of Time

Director, AIIMS Rishikesh

(ii) Rescheduling of milestones

Director, AIIMS Rishikesh

(iii) Shifting of date of start in case of delay in handing over of site

Director, AIIMS Rishikesh

Clause 7

Gross work to be done together with net payment/adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment: NA

Clause 10 d Clause 10A

List of testing equipment to be provided by the: N.A.
contractor at site lab.

Clause 10B(ii)
Whether clause 10B (ii) shall be applicable: Yes / न

Clause 10C
Component of labour expressed as Percent of value of work: 25% (Twenty five per cent)

Clause 10CA NA

Clause 10CC NOT APPLICABLE
Clause 10CC to be applicable in case with stipulated period of compensation exceeding the period shown in next column: .......... Months

DELETE
Clause 11

For Civil: CPWD specification 2014, Volume-I & II with correction slips upto date of receipt of tender.

Clause 12

Type of Work

12.2 & 12.3

Deviations beyond which clauses 12.2 & 12.3 shall apply for building work (Other than foundation) 30%

12.5

(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work) 30%

Clause 16

Competent Authority for deciding reduced rates

Superintending Engineer AIIMS Rishikesh

Clause 18

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

N.A.

Clause 25

<table>
<thead>
<tr>
<th>Constitution of Dispute Redressal Committee (DRC)</th>
<th>Competent Authority to appoint DRC and Arbitrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRC shall constitute one Chairman and two members</td>
<td>Superintending Engineer, AIIMS Rishikesh</td>
</tr>
</tbody>
</table>

Clause 31

Whether clause 31 shall be applicable

Yes

Clause 42

I) क) सीमांत और विद्युत की अनुमानीकृत मात्रा निर्धारित करने के लिए अनुमानी विधि

Schedule/statements for determining theoretical quantity of cement & bitumen

II) अनुमानीकृत मात्राओं में अनुमानी विधि

Variations permissible on theoretical quantities.

Schedule/statements for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2014 printed by C.P.W.D. with correction slips issued up to date of receipt of tender.
a) Cement for works with estimated cost put to tender not more than Rs. 5 lakhs

Not Applicable

b) Bitumen for all works

2.5% plus only & Nil on minus side

c) Steel Reinforcement and structural steel sections for each diameter, section and category.

2% plus/minus

d) All other materials

Nil.

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of item</th>
<th>Rates in figures and words at which recovery shall be made from the Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>सीमेंट Cement</td>
<td>N.A.</td>
</tr>
<tr>
<td></td>
<td>Excess beyond permissible variation</td>
<td>Rs. 6210/- Per MT</td>
</tr>
<tr>
<td>2.</td>
<td>इस्पात Steel Reinforcement</td>
<td>N.A.</td>
</tr>
<tr>
<td></td>
<td>Less use beyond the permissible variation</td>
<td>Rs. 53099/- Per M.T</td>
</tr>
</tbody>
</table>
FORM OF EARNEST MONEY (BANK GUARANTEED)

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 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.
TECHNICAL SPECIFICATION OF OPERATION THEATRE (CONVENTIONAL)

1. OPERATION THEATRE FLOORING/WALL (ANTISTATIC CONDUCTIVE PVC Roll)

The Operation theatre floor/wall finish should be laid with 2 mm antistatic seamless conductive PVC tiles on a semi-conductive adhesive base. The floor/wall should be scratch resistant, fire resistant, chemical resistant, non-corrosive to biological fluid and detergent, slip resistant, smooth, anti fungi, antimicrobial impervious material conductive enough to dissipate static electricity but not conductive enough to endanger personnel from electric shock. The floor/wall finish should pass over a concealed cove former and continue up the wall for 100mm.

The floor/wall should be provided flat to within a tolerance of ±3mm over any 3 meter area. Copper grounding strip (0.05 thick, 50 mm width) should be laid flat on the floor/wall in the conductive adhesive and connect to copper wire of grounding. The connection from copper grid (1 m x 1m) should be brought out uniformly at places to form equi-potential grid. A self-leveling compound should be laid prior to lying of the floor/wall/finish. One earthing lead should be brought out of from every 150 Sq.ft. area and attaching it to main earthing strip/ground. Continuous roll should be used and all the joints should be welded by heat fusion process to get seamless floor/wall. The joints in the flooring/wall should be sealed by using a PVC welding bar of matching colour and hot air gun for fusion of welding bar with flooring/wall to provide a continuous sealed surface. The sheets should be highly durable with resistance to shock, scratch proof and indentation. Corners should be uniformly curved. The conductive material should be uniformly impregnated as grains. The floor/wall should be inert to body fluids, chemicals, detergents and disinfectants and it should not be affected by temperature variation within the OT. Colour should be uniform, pleasant and matching with ambience. The floor/wall should have electrical resistance (Point to ground) within 2.5x10 to 2.5x106 Ohms. The floor/wall should not allow build up of electrical charge beyond 100 volts due to antistatic effect. The corner should not be terminated sharply and concealed cove former (Aluminum) should be used overlap to a height of approx.25mm and sealed perfectly and uniformly. Self-leveling compounds should be used for the process.
## Bill of Quantities

Package - Supply & fixing of Antistatic Wall covering for OPERATION THEATRE (OT)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>DSR No.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate (in Fig) in Rs.</th>
<th>Rate in words in Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>NS</td>
<td>OPERATION THEATRE Wall covering (ANTISTATIC CONDUCTIVE PVC ROLL ) Complete with all accessories as per technical specification</td>
<td>SQM</td>
<td>275.04</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>