



**TENDER DOCUMENT FOR**

**Tender for Provision of Multimodel Clinical Investigation Assets  
for Institutional use with allied Civil & MEP Works for  
National Institute of Ayurveda (NIA), Panchkula**

**Tender No. WAP/CMU-II/ NIA Panchkula/Equipment/2025-26/19**

**Date: 05.01.2026**

**WAPCOS LIMITED  
76-C, INSTITUTIONAL AREA, SECTOR-18, GURGAON, HARYANA-122015**

**November, 2025**

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**NOTICE INVITING TENDER (NIT)**

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**NOTICE INVITING TENDER (NIT)****NIT No. WAP/CMU-II/ NIA Panchkula/Equipment/2025-26/19****Date: 05.01.2026**

WAPCOS Limited (A Govt. of India Undertaking) on behalf of National Institute of Ayurveda (NIA), Jaipur, Ministry of AYUSH, Govt. of India, invites open online tender from experienced, competent and eligible bidders in a two-envelope system as per below:

1.	Work/ Project	<b>Tender for provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil &amp; MEP Works for National Institute of Ayurveda (NIA), Panchkula</b>
2.	Site / Location	Panchkula, Haryana
3.	Website for viewing tender, Corrigendum/ Addendum, if any.	<a href="http://www.wapcos.co.in">www.wapcos.co.in</a> & GeM portal <a href="https://gem.gov.in">https://gem.gov.in</a>
4.	Website for Registration/ uploading of Tender	GeM portal <a href="https://gem.gov.in">https://gem.gov.in</a>
5.	Estimated / NIT Cost	Rs.9,16,42,108.00 (Rupees Nine Crores Sixteen Lakh Forty Two Thousand One Hundred Eight only) Including GST
6.	Cost of Tender Document	-
7.	Earnest Money Deposit (EMD) / Bid Security	<p>Rs.18,32,842/- (Rupees Eighteen Lakh Thirty Two Thousand Eight Hundred Forty Two only) in the form of Insurance Surety Bonds/account payee demand draft/ fixed deposit receipt/ banker's cheque or Bank Guarantee from any of the Nationalized/ Scheduled Commercial Banks or RTGS/NEFT in favors of 'WAPCOS Limited' payable at Gurugram, Haryana</p> <p>The bank account details of WAPCOS is:  Name of Bank: Indian Overseas Bank  Bank Account Number: 193502000000405  IFSC Code: IOBA0001935  Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana</p> <p>Note: Bid Security shall remain valid for a period of 45 days beyond final bid validity period</p>
8.	Solvency Certificate - <b>Specific to this Bid submission only and mentioning the name of the work/project</b>	<p>Rs. 3,66,56,843/- (Rupees Three Crores Sixty Six Lakhs Fifty Six Thousand and Eight Hundred Forty Three only) in original from a Nationalized/ Scheduled Commercial Bank approved by Reserve Bank of India (RBI). <b>The Certificate should be issued between the publishing date of NIT &amp; last date of submission of Bids</b>, including extensions if any and shall be addressed to WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana quoting the name of the work. The certificate should carry name, designation of the bank official, who has the authority to issue Solvency Certificate.</p> <p><b>Note:</b> This Certificates will be verified from the</p>

		issuing authority by WAPCOS.
9.	Joint Ventures / Consortia of firms	Not allowed
10.	Project Completion Period	<b>90 Days</b> from the Date of Award of work
11.	Bid Validity Period	120 days from the date of opening of Technical bid
12.	Site Visit	Site Visit is mandatory for the actual assessment of locations for installation of equipment and their associated civil work cost. Intended bidders may contact to : Sh. Tarun Sharma, Engineer, WAPCOS (NIA Panchkula Site), Mob No. +91-8375017686, 0124-2399830 for site visit.
13.	Pre Bid Meeting	Pre Bid Meeting shall be held in the office of Addl. Chief Engineer, Construction Management Unit-II, Room No. D-14, WAPCOS Limited, Sector-18 Gurugram- 122015, Haryana on <b>13.01.2026, 15:00 Hrs.</b>
14.	Last date & time for online submission of Technical & Financial Bid	As per GeM Bid Document on GeM Portal
15.	Offline Submission of Technical document as per Tender	On or before last date & time for online submission of Technical & Financial Bid as per GeM Bid Document on GeM Portal in the office of Addl. Chief Engineer, Construction Management Unit-II, Room No. D-14, WAPCOS Limited, Sector-18 Gurugram-122015,
16.	Online opening of Technical Bid	As per GeM Bid Document on GeM Portal
17.	Online opening of Financial Bid	Shall be intimated to Technical Qualified Bidders
18.	Tender Inviting Authority & Communication address during Tendering and Execution of Works	Addl. Chief Engineer Construction Management Unit-II WAPCOS Limited, Sector-18, Gurugram, Haryana-122015 <b>Email:</b> <a href="mailto:rd@wapcos.co.in">rd@wapcos.co.in</a> , <a href="mailto:ckr@wapcos.co.in">ckr@wapcos.co.in</a> <b>Contact No.</b> +91124-2399830
19.	The Bid Security/ EMD / Solvency Certificate / BG against Performance Security/ BG against Mobilization Advance/ shall be addressed to WAPCOS Corporate Office	WAPCOS Limited 76-C, Institution Area Sector-18, Gurugram, Haryana-122015

- The tender document has to be viewed/ downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any and not be published elsewhere. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender.
- The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The Bidders must read all the terms and conditions of bidding document carefully and only submit the bid, if eligible and in possession of all the documents required. Corrigendum while all efforts have been made to avoid errors in the drafting of the tender documents, the

Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

- Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the bidders.
- If the office of WAPCOS Limited happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.
- WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other tender.
- No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- It is hereby declared that WAPCOS 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 WAPCOS.

**For and on behalf of WAPCOS LIMITED**  
**Addl. Chief Engineer**

**SECTION- I**

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**INSTRUCTIONS TO BIDDER**

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## **SECTION- I INSTRUCTIONS TO BIDDER**

### **1.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

#### **1.1 GENERAL**

Submission of Online Bids is mandatory for this Tender. E-Tendering is a methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, bidders shall use the GeM portal <https://gem.gov.in/>. Tender is invited in Single Stage -Two Envelope system, one Technical Bid and second as financial bid. Accordingly, bidder is directed to make all formalities and registration on GeM portal <https://gem.gov.in> website and submit the Technical Bid and Financial bid.

The bidders are required to submit soft copies of their bids electronically on the GeM Portal,

More information useful for submitting online bids on the GeM Portal may be obtained from website: <https://gem.gov.in>.

### **2.0 INSTRUCTIONS TO BIDDER**

The purpose of these instructions to serve as a guide to Bidders for preparing offer for carrying out the project in all respect.

- a) Submission of a tender by a tenderer implies that the bidder has read Each Section of Tender Document, Corrigendum, Addendum and other related correspondence and has made himself aware about the complete scope of work under the tender document. Accordingly, Contract shall be governed by each Section of Tender Document and all other Conditions mentioned in the tender documents.
- b) WAPCOS Limited desires that the bidders, suppliers, and sub-contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
  - i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
  - iii. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

WAPCOS reserves the right to reject award of the contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract;

WAPCOS reserves the right to sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract; and the party may be required to sign an Integrity Pact, if required; and WAPCOS Limited will have the right to require the bidders, or its suppliers, contractors and consultants to permit WAPCOS Limited to inspect their accounts and records and other documents relating to the bid submission and contract

performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.

The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- a) All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD and Tender Document Fees of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- b) WAPCOS reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract
- c) The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS Limited.
- d) Incomplete/nil Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works up to satisfaction to the Engineer-In-charge covered in the tender.

### **3.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

The Earnest Money Deposit shall be as per the details mentioned in NIT. EMD shall not carry any interest. The Bid Security/ EMD of the unsuccessful bidder shall be returned at the earliest after expiry of final bid validity period after the award of the contract. Bid Security shall be refunded to the successful bidder on receipt of Performance Security.

The successful bidder shall accept the Letter of Award (LOA) within 07 working days from receipt of the same, failing which the EMD shall be forfeited and the award of work may be liable to be cancelled.

If any bidder withdraws or make any changes in his offer already submitted before the expiry of the validity period or any extension thereof without the written consent of the company, the EMD amount will be forfeited for such act of the bidder.

WAPCOS Limited reserves the right of forfeiture of Earnest Money deposit (EMD) in case of the successful bidder.

- i. After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
- ii. Does not commence the work within the period as per LOA/Contract. In case the LOA/Contract is silent in this regard then within 14 days after award of contract.

The Bid Security will be forfeited in the bidder

- i) withdraws or amends its/ his tender;
- ii) impairs or derogates from the tender in any respect within the period of validity of the tender;
- iii) If the bidder does not accept the correction of his bid price during evaluation; and
- iv) If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

**4.0 LANGUAGE OF BID**

The Bid and all related correspondence and documents relating to the Project shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

**5.0 BIDDERS RESPONSIBILITY**

The Bidder is solely responsible for the details of their Bid and the preparation of bids. In no case shall the WAPCOS be responsible for any part of the tender documents submitted by him. Any Site information given in this tender document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at their cost and obtain for themselves on their own responsibility, all information that may be necessary for preparing the tender and entering into a Contract. Irrespective of whether or not the Bidders have attended the pre-bid meeting, they shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site and clarifications/ modifications/ additions given in Pre-Bid meeting or addendum issued in the preparation and submission of the Bid.

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs. WAPCOS Limited shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**6.0 PERIOD OF COMPLETION**

The completion period shall be as per NIT. The completion period is for the entire work of planning, execution, approvals, arrangement of materials, equipment, delivery at site including transportation, construction/ installation, testing, commissioning, NoCs & statutory approvals from local bodies and successfully handing over of the entire project to the satisfaction of the Principal Employer/ Employer.

The Warranty/Defect Liability Period shall commence from the date of issue of the Taking Over Certificate or Completion Certificate whichever is later. The Warranty/Defect Liability Period shall be provided as per the manufacturer norms or 24 months whichever is more. When the equipment is under Warranty/Defect Liability Period, it shall be the sole responsibility of the Contractor/Supplier to rectify defect of equipment, spare parts, replacement equipment as deemed necessary by the Employer/Owner and install the same without any cost implications to Employer/ Owner

**7.0 AMENDMENT OF BID DOCUMENTS**

At any time prior to the deadline for submission of bids, the Employer may, for any reason (s), whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of a corrigendum/ addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. The Employer may at their discretion may extend the deadline for submission of Tender/ Bid, if considered necessary.

Any corrigendum/ addendum thus issued shall be part of the bidding documents. Prospective Bidders shall download the same from the e-portal and submit along with the submission of Bid as token of acceptance.

**8.0 BID VALIDITY PERIOD**

Bids validity will be as per NIT. In exceptional circumstances, on expiry / prior to expiry of original bid validity period, the WAPCOS may request the successful bidder for a specified extension in the period of validity. A Bidder may accept OR refuse the request of extension of validity period. A Bidder agreeing Extension of validity period will not be required/nor permitted to modify his bid. In case of refuse of request of extension of validity period tender will be cancelled.

## **9.0 CURRENCY OF BID**

Bid prices shall be quoted in Indian Rupees.

## **D – SUBMISSION OF BIDS**

### **2.1. Online submission of Bid**

The Technical Bid shall also be submitted physically at the address mentioned in NIT however Financial Bid shall be submitted online only.

This Tender/ Bid shall follow a SINGLE STAGE TWO ENVELOPE BID SYSTEM i.e. Technical Bid and Financial Bid as given below.

#### **a. Technical Bid**

The Technical bid may be declared non responsive / invalid, if the Bid is not accompanied by the requisite documents. The Technical Bid should not contain any financial information related to Financial Bid. The technical bid shall contain:

- i) Documentary evidence of having deposited the cost of bid document and EMD quoting reference of RTGS/NEFT/FDR or Documentary Proof in the form of valid certification from NSIC for the tendered item/services.
- ii) Signed & scanned copy of all duly filled Forms and Annexures as per Tender documents.
- iii) All the necessary documents required for evaluation of the bid.

#### **b. Financial Bid**

The Financial Bid shall not include any Commercial or Technical conditions/ information. Financial offers shall be submitted as per prescribed format given in **Section-VI** of Bid document in a percentage rate of BoQ items. Financial Bid shall be uploaded on GeM portal only. No hard copy of Financial Bid needs to be submitted.

In case of physical submission of financial bid, the bid shall be summarily rejected.

The Bidder is requested to submit any questions by e-mail to concerned official of WAPCOS not later than **01 (One)** days before the Pre-bid meeting of Bid.

The Bidders are advised to submit complete details with their bids. In case of discrepancy between the documents physically submitted and documents uploaded on GeM Portal, the Technical Bid Evaluation will be done on the basis of documents uploaded on GeM Portal by the Bidder. The information should be submitted in the prescribed proforma. Bids with incomplete/ambiguous information shall be summarily rejected.

**i. Broad Outline of Activities from Bidder's Perspective:****i) Submission of Bids****Online submission of Bid**

The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at [gem.gov.in](http://gem.gov.in)

**ii) General**

The Special Instructions (for online submission) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

**iii) Broad Outline of Activities from Bidder's Perspective**

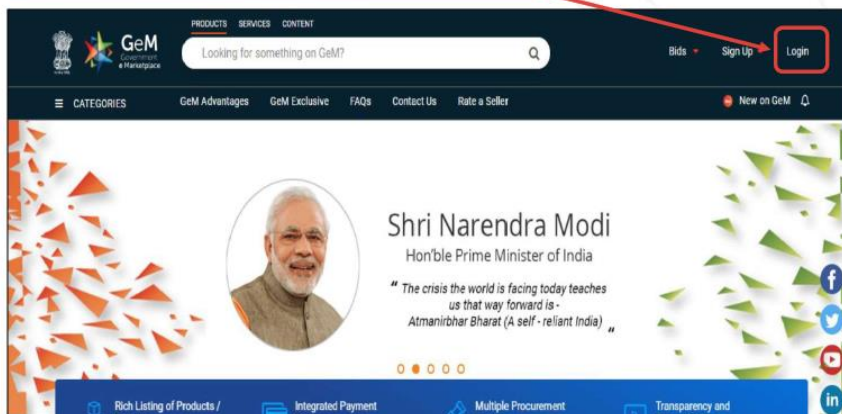
## Objective



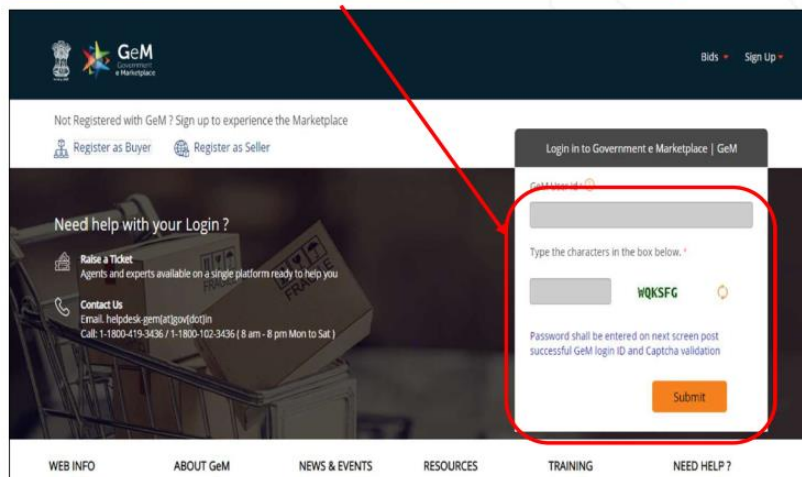
Welcome!




In this Module, we will introduce you to Bid participation by Seller for Services.

Open [gem.gov.in](http://gem.gov.in) and click on Login.




Enter the User ID, the Captcha text and click Submit.

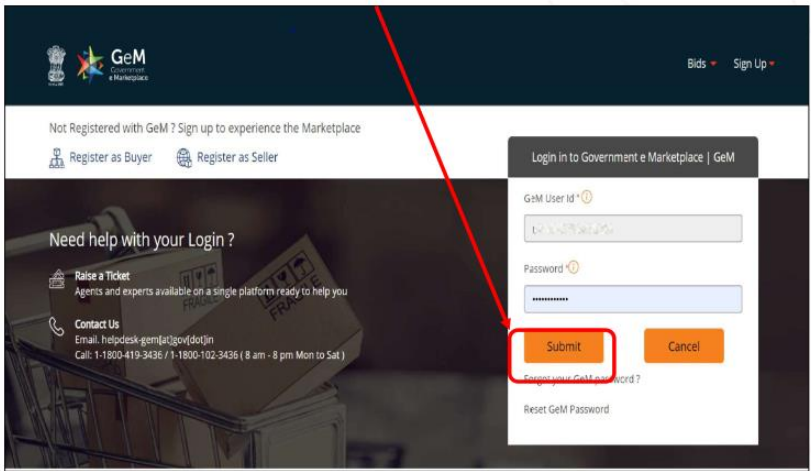





**Enter the Password and click on Submit.**

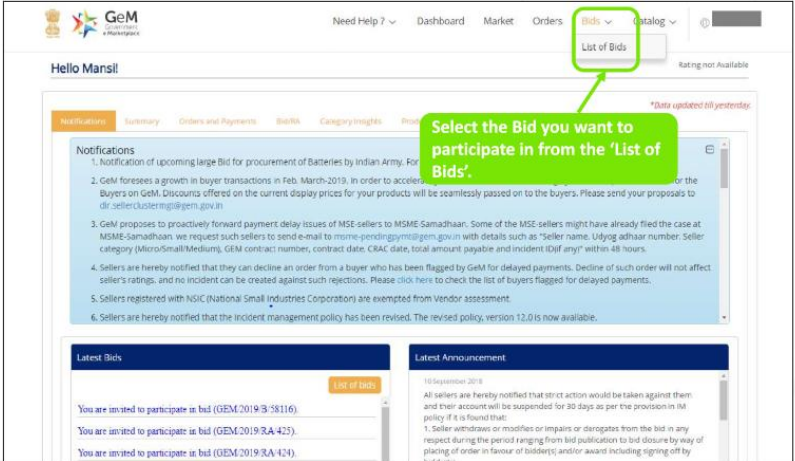



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Bids / RAs Service Bids/RAs Bunch Bids/RAs Service Bunch Bids/RAs Bid to RA FILTER BY Clear search terms

**BID NO: GEM/2019/05/0001**  
Item: Police Pistol  
Quantity Required: 2  
Department Name And Address: Ministry of Defence, Department of Military Affairs, Chief Engineer As Force Gurdwara Indian Army  
Start Date: 11-02-2019 09:26 AM  
End Date: 19-02-2019 02:00 PM  
Participation Status: Financial Pending  
Participate

**BID NO: GEM/2019/05/0006**  
Item: Human Resource Services  
Quantity Required: 1  
Department Name And Address: Ministry Of Defence, Dedicated Foreign Coroner Corporation Of India Ltd, Mysore  
Start Date: 07-02-2019 11:24 AM  
End Date: 19-02-2019 02:00 PM  
Participation Status: Technical participant  
Participate

**BID NO: GEM/2019/05/0010**  
Item: Data Analytics Services  
Quantity Required: 1  
Department Name And Address: Ministry Of Defence And Air Force, Department Of Ordnance, Test To Action Equipment And Systems India Limited (Private)  
Start Date: 03-02-2019 10:04 AM  
End Date: 29-02-2019 01:00 PM  
Participation Status: Not participated  
Participate

Bids / RAs Service Bids/RAs Bunch Bids/RAs Service Bunch Bids/RAs Bid to RA Custom Item Bids/RAs

**BID NO: GEM/2022/8/102612**  
Item: Annual Maintenance Service - ETABX System  
Quantity Required: 1  
Department Name And Address: Ministry Of Defence, Department Of Military Affairs, Chief Engineer As Force Gurdwara Indian Army  
Start Date: 04-02-2022  
End Date: 07-02-2022  
Participation Status: Financial Pending  
Participate

**BID NO: GEM/2022/8/102612**  
Item: Manpower Outpost  
Quantity Required: 1  
Department Name And Address: Ministry Of Defence, Department Of Military Affairs, Chief Engineer As Force Gurdwara Indian Army  
Start Date: 04-02-2022  
End Date: 07-02-2022  
Participation Status: Financial Pending  
Participate

**BID NO: GEM/2022/8/102612**  
Item: Manpower Outpost Services - Minimum Wage - SH  
Quantity Required: 1  
Department Name And Address: Ministry Of Defence, Department Of Military Affairs, Chief Engineer As Force Gurdwara Indian Army  
Start Date: 04-02-2022  
End Date: 07-02-2022  
Participation Status: Financial Pending  
Participate

**BID NO: GEM/2022/8/102612**  
Item: Manpower Outpost Services - Per Trip Board Serv...  
Quantity Required: 1  
Department Name And Address: Ministry Of Defence, Department Of Military Affairs, Chief Engineer As Force Gurdwara Indian Army  
Start Date: 04-02-2022  
End Date: 07-02-2022  
Participation Status: Financial Pending  
Participate

**ITEM**  
Cleaning And Sanitation Service 2.0  
General Cleaning Kit  
Cleaning And Sanitation Service 2.0  
Cleaning Duster  
Cleaning and Sanitation Service  
Cleaning, Sanitation and Disinfection Service - Outcome Based - Periodic  
Transport Pallets; General Cleaning (Sweeping, Mopping, dusting);  
Indoor  
Clean air pipe cleaning equipment  
Equipment for Industrial Cleaning and Degreasing Equipment  
Facility Management Service - Manpower Based - Industrial  
Maintenance, Repairs, and Overhaul Services



**Click here to Participate.**

Bid ID	Service Description	Quantity	Department Name And Address	Start Date	End Date	Participation Status
BID-MU-LSM-010401040104	Human Resource Services	12	Ministry of Commerce and Industry Department of Industrial Policy and Promotion Plot 10, Sector 10, Phase 1, Gurgaon, Haryana	15-02-2019 09:41 PM	28-02-2019 09:00 PM	Not participated
BID-MU-LSM-010401040104	Cleaning And Sanitation	1000	Ministry of Commerce and Industry Department of Industrial Policy and Promotion Plot 10, Sector 10, Phase 1, Gurgaon, Haryana	15-02-2019 09:41 PM	28-02-2019 09:00 PM	Not participated
BID-MU-LSM-010401040104	Human Resource Services	1	Ministry of Commerce and Industry Department of Industrial Policy and Promotion Plot 10, Sector 10, Phase 1, Gurgaon, Haryana	15-02-2019 09:41 PM	28-02-2019 09:00 PM	Not participated



**Click here to fill in the technical offering.**

**Cleaning And Sanitation (1000)**  
Participate

SA Requirement	BID DETAILS	ADD/UPDATE OFFER	TECHNICAL OFFERING



TECHNICAL Bidding    OPEN PRICE    UPLOAD DOCUMENTS    BIDDING    VERIFY BIDDING

BA Requirement

BID DETAILS

Add/Update Offer

TECHNICAL OFFERING

Cleaning And Sanitation (1000)  
Participate

Additional Required Data/Document(s)  
Text: TEST  
Cleaning: 1551171433.pdf

Specification	Bid Requirement	Offered
<b>Core</b>		
Type of Area	Indoor Area	Indoor Area
Per Unit	Per Sqft	Per Sqft
Add-on(s)		
Soap	Liquid Soap	Nothing selected
Broom	Long	Nothing selected

Save and Continue

Select the appropriate options for the Core Specifications and Add On(s).

Cleaning And Sanitation (1000)  
Participate

Additional Required Data/Document(s)  
Text: TEST  
Cleaning: 1551171433.pdf

Specification	Bid Requirement	Offered
<b>Core</b>		
Type of Area	Indoor Area	Indoor Area
Per Unit	Per Sqft	Per Sqft
Add-on(s)		
Soap	Liquid Soap	Liquid Soap
Broom	Long	Long

Click here to save and continue.

Save and Continue

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HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS END & EPGS VERIFY CDP

Bid Requirement

BID DETAILS

Your Offerings:

1. TECHNICAL BID 

Add/Update Offer

OFFER PRICE

Cleaning And Sanitation<sup>1</sup>  
Quantity: 1000


Unit price:   
Max price: Rs. 0.99

Total Price for contract period for number of brooms<sup>2</sup> (Package Cost):   
Unit price:

Total Price for contract period for number of soaps<sup>3</sup> (Package Cost):   
Unit price:

Please fill in your Offer Price.

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

1. TECHNICAL BID 

Add/Update Offer

OFFER PRICE

Cleaning And Sanitation<sup>1</sup>  
Quantity: 1000

Unit price:   
Max price: Rs. 0.99

Total Price for contract period for number of brooms<sup>2</sup> (Package Cost):   
Unit price:

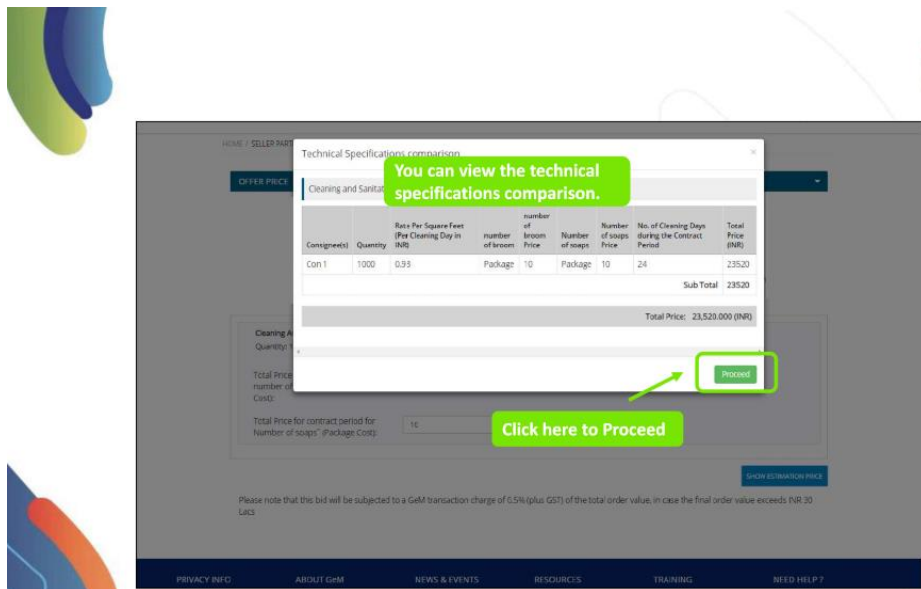
Total Price for contract period for Number of soaps<sup>3</sup> (Package Cost):   
Unit price:

Click here to see the Estimated Price.

SHOW ESTIMATION PRICE

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

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Technical Specifications comparison

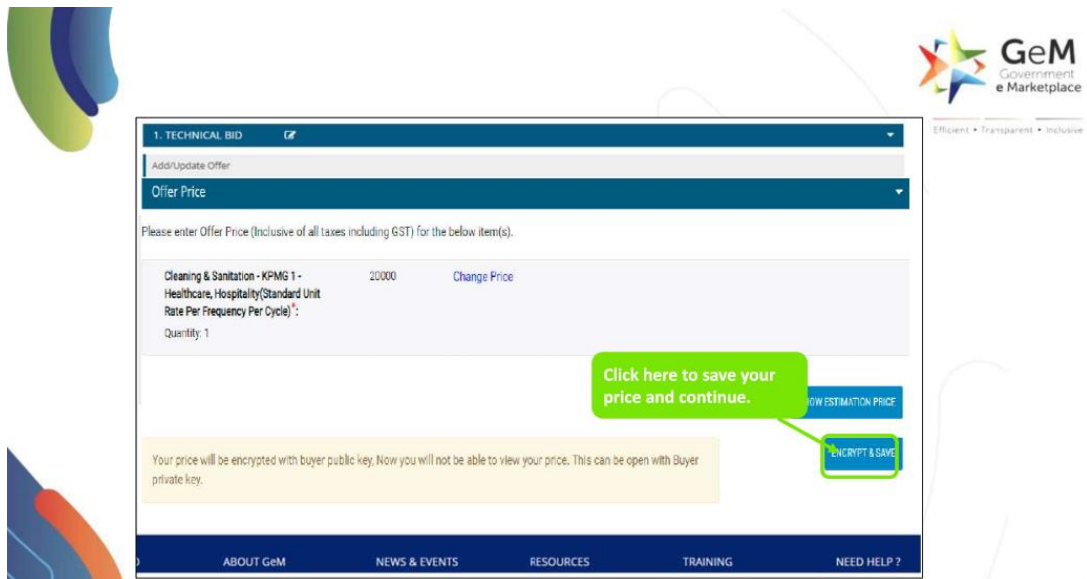
Cleaning and Sanitation

You can view the technical specifications comparison.

Consignment	Quantity	Rate Per Square Feet (Per Cleaning Day in INR)	Number of rooms	Number of rooms	Number of soaps	No. of Cleaning Days during the Contract Period	Total Price (INR)
Con 1	1000	0.33	Package	10	Package	10	24
Sub Total							23520
Total Price:							23,520,000 (INR)

Proceed

Click here to Proceed



1. TECHNICAL BID

Add/Update Offer

Offer Price

Please enter Offer Price (Inclusive of all taxes including GST) for the below item(s).

Item Name	Quantity	Change Price
Cleaning & Sanitation - KPMG 1 - Healthcare, Hospitality(Standard Unit Rate Per Frequency Per Cycle)	1	

Click here to save your price and continue.

VIEW ESTIMATION PRICE

ENCRYPT & SAVE

Your price will be encrypted with buyer public key. Now you will not be able to view your price. This can be open with Buyer private key.

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID

Add/Update Offer

OFFER PRICE

Specify the offer price (inclusive of all taxes, GST % included) for the below item(s).

Custom Bid New (Lumpsum Cost Of The Specified Service Holistically For Entire Contract Duration) <sup>1</sup>:

The bidder should fill total lumpsum cost for the entire contract.

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

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In Custom Bid- Services, the service provider has to mention the total cost for the entire Contract Duration.

OFFER PRICE

Add/Update Offer

Upload Documents

RA documents

Bidder Turnover: <sup>1</sup>  Choose file No file chosen

Certificate (Requested in ATC): <sup>1</sup>  Choose file No file chosen

Seller: <sup>1</sup>  Choose file No file chosen

Please Upload Financial Document <sup>1</sup>:  Choose File No file chosen

BidCategory

Are you service MSE for this service? <sup>1</sup> ☒ Yes ☐ No

MSE Category Certificate:  Choose file No file chosen

Please upload MSE category certificate for verification

File uploaded: 1643709634.pdf


Please Note:

1) Sellers providing wrong self-declaration for MSE or MII status or EMD exemption document with respect to the Bid will be liable for disqualification, without any further notice.

2) Sellers, please note that furnishing of incorrect/misleading MSE or MII declarations for seeking EMD exemptions and MSE or MII purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM, without any further notice.

Financial and other document to be uploaded by the seller.


Prices for the Spares/Consumables to be provided in the Financial Document PDF.


**OFFER PRICE** 


Add/Update Offer


Upload Documents

RA documents

Bidder Turnover:   No file chosen


Certificate (Requested in ATC):   No file chosen

Seller:   No file chosen

Please Upload Financial Document:   No file chosen

File uploaded:

Bid/Category

Are you service MSE for this service?  ☒ Yes ☐ No

MSE Category Certificate

No file chosen

Please upload MSE category certificate for verification


File uploaded: 1643709634.pdf

**PLEASE NOTE:**  
1) Sellers providing wrong self-declaration for MSE or MII status or EMD exemption document with respect to the Bid will be liable for disqualification, without any further notice.  
2) Sellers, please note that furnishing of incorrect/misleading MSE or MII declarations for seeking EMD exemptions and MSE or MII purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM, without any further notice.


Select "Yes" if you wish to apply for MSE Purchase Preference and Upload the MSE Category Certificate for Verification.


TECHNICAL BID   OFFER PRICE   UPLOAD DOCUMENTS   EMD & EPBG   VERIFY OTP


Bid Requirement


**BID DETAILS** 

Your Offerings

1. TECHNICAL BID 

2. OFFER PRICE 

3. UPLOAD DOCUMENTS 

4. EMD & EPBG 

Add/Update Offer


**VERIFY OTP**

Please verify OTP to submit your offer.

**Click here to receive OTP to verify and submit the offer.**

I agree to the Terms & Conditions of the Government e-Marketplace (GeM)

**You can check your Bid document here.**

 Bid Document

**Verify OTP**



HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS BMD & EPBG VERIFY OTP

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID	✓
2. OFFER PRICE	✓
3. UPLOAD DOCUMENTS	✓
4. BMD & EPBG	✓

Add/Update Offer

VERIFY OTP

Please verify OTP to submit your offer.

I agree to the Terms & Conditions of the Government e Marketplace (GeM)

Bid Document

Verify OTP

**Mobile OTP verification**  
Please enter the OTP that has sent to your registered mobile.

Enter OTP: 111111

Verify

Your mobile authentication successful!  
Not received OTP in 9:39 minutes?

**Enter the OTP and click on 'Verify' to confirm your participation.**



HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS BMD & EPBG VERIFY OTP

Bid Number: GEM2019WAP27308

Participation Status: Participated

**You have successfully participated in the Bid.**

Withdraw Bid

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID	✓
2. OFFER PRICE	✓
3. UPLOAD DOCUMENTS	✓
4. BMD & EPBG	✓
5. Verify OTP & Publish	✓

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HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Number: GEM/2019/57936

Participation Status: Participated

Bid Requirement

BID DETAILS ▾

Your Offerings

1. TECHNICAL BID ▾
2. OFFER PRICE ▾
3. UPLOAD DOCUMENTS ▾
4. EMD & EPBG ▾
5. Verify OTP & Publish

Withdraw Bid

In case you want to withdraw from bid, click here.

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HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Number: GEM/2019/57936

Participation Status: Participated

Withdraw Bid

Withdraw Guidelines: You have 2 attempt(s) remaining to re-participate after this withdrawal.

Reason \*

Incorrect price quoted

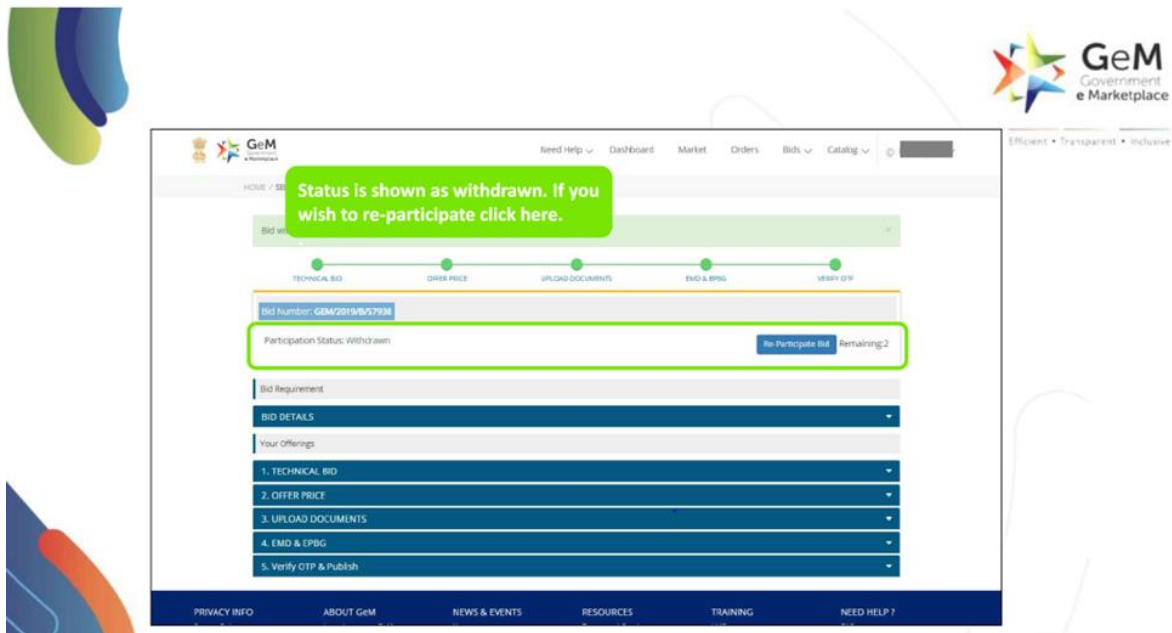
Withdraw Cancel

Bid Requirement

BID DETAILS ▾

Your Offerings

1. TECHNICAL BID ▾
2. OFFER PRICE ▾
3. UPLOAD DOCUMENTS ▾
4. EMD & EPBG ▾
5. Verify OTP & Publish



## REGISTRATION

1. Bidders are required to enroll on the GeM (Government e-Marketplace) portal
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GeM Portal.
4. Bidder then logs in to the site through the secured log-in by entering their user ID / password.

**Note:** For Detailed process of registration, interested bidders may refer <https://gem.gov.in/> website.

## SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include GeM ID, Organization Name, and Location etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Location, Other keywords etc. to search for a Bid published on the Gem Portal.
2. The bidder should make a note of the unique GeM ID assigned to each Bid; in case they want to obtain any clarification / help from the GeM Helpdesk.

## **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

**Note:** For Detailed process of preparation of bid, interested bidders may refer <https://gem.gov.in/> website.

## **SUBMISSION OF BIDS**

For Detailed process of bid submission, interested bidders may refer <https://gem.gov.in/> website.

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to upload the required bid documents one by one as indicated in the tender document.
3. Bidder should submit the EMD as per the instructions specified strictly in the tender document. The receipt of submission should be posted/couriered/given along with Technical Bid in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message.
6. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk.

**SECTION– II**

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**SELECTION AND QUALIFYING CRITERIA**

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**SECTION-II****SELECTION AND QUALIFYING CRITERIA****1.0 SITE VISIT**

- The intending bidder should have the knowledge about the site constraints as work is to be executed in the newly constructed Hospital building, which is being constructed by the other contractor and this Hospital Building is in final stage of completion. The intended bidder have to co-operate with the team of existing contractor team and will not use facilities like water, electricity, equipment, manpower etc. of existing contractor. Hence, intended bidder is advised to quote their cost accordingly.
- The Intending Bidder(s) are advised to inspect and examine the sites at their own cost and its surroundings and satisfy themselves before submitting their bids 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(s) 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. A declaration of having conducted visit to project site and adjacent area shall be submitted along with the Bid as per Form J.
- The bidder and any of its personnel or agents will be granted permission by the Employer/Owner to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and Indemnify the Employer/Owner and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- Bidder or its authorized representative should visit the site in actual (on any day between the date of publishing of tender and the last date of submission of bids and upload a self-certified visit certificate as per as per Form J.
- Bidder is also to upload the minimum 02 nos. of Geo-stamped Photographs (containing the date / time, Geographic coordinate i.e. Latitude and Longitude coordinates at the place of site) of the site (as a proof of having complied with the mandatory site visit condition) with their bids. Bidder must also upload at least 01 No. of Photograph containing his / her own photograph in front of the pre-existing permanent structure at the site.
- Bidders who fail to submit / upload the self-certified site visit certificate and the requisite no. of photographs in the manner as described above along with the bid documents, will be treated as technically disqualified.

**2.0 PRE-BID MEETING**

Prospective Bidder requiring any clarification of the bidding documents shall submit their queries exclusively through the GeM portal, at least one working day prior to pre-bid meeting. Queries received through any other mode shall not be entertained. The queries shall be discussed during the pre-bid meeting. Thereafter no further queries/clarifications shall be entertained. The Employer will reply to only those queries which are received before the scheduled time as mentioned above, which are essentially required for submission of bids. The Employer will not reply to the queries which are not considered fit like replies of which can be implied /found in the NIT/Tender Documents or which are not relevant or in contravention to NIT/Tender Documents.

The pre-bid meeting shall be held at the communication address mentioned in NIT. The Addendum/ Corrigendum/Replies to pre bid queries as per Pre bid meeting, shall be uploaded on GeM portal & WAPCOS website.

### **3.0 QUALIFYING CRITERIA: ONLINE TECHNICAL BID SUBMISSION**

The intending bidders should only submit bid if he considers himself eligible and will be technically qualified, if have all the Documents as mentioned below in Table-1: "Documents for Technical Qualification".

Table-1 shall also be considered as "CHECK LIST" for submission of documents. The bidder will upload all the required documents as per Table-1 on Online Portal and same shall be submitted Offline.

The "MANDATORY GUIDELINES" for "Uploading of Technical Bids" and "Submission of Offline Bids" are as below:

#### **a) UPLOADING OF TECHNICAL BIDS**

- 1) Bidder will arrange & prepare the all required documents as per Table no.-1.
- 2) After that Bidder will arrange all these documents serial wise as per order given in Table-1 i.e. S.N: a) to x) below
- 3) After that bidder will put continuous page number (without any break) on each page.
- 4) These page numbers shall be mentioned by bidder in "Check List" against each required documents
- 5) This numbered check list prepared by bidder shall be put on top of arranged numbered documents as per above S no.2.
- 6) After that Authorized representative of bidder shall Sign & Stamp on each page of these arranged numbered documents.
- 7) The numbered Check List along with required Qualifying Documents arranged as per above S no-1 to 6 shall be scanned in preferably coloured copy by bidder and will be uploaded Online for "Technical Evaluation". If file size is increasing, these documents may be split in parts, however serial / order will be kept as per above S.no. 2 & 3 for ease of "Technical Evaluation"

#### **b) SUBMISSION OF OFFLINE BID**

- 8) The proper binded, above Qualifying Documents arranged & page numbered by bidder along with Check List on top (as per above S.no. 1 to 6) with Signed & Stamped on Each Page shall be submitted in one (1) separate sealed envelope clearly labeled as "TECHNICAL BID" for the Work (Write Name of Work as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.
- 9) NOTE:- The above offline documents shall be submitted by bidder on WAPCOS address as per date & time mentioned in NIT otherwise bids will be rejected.

Note 1: If the bidder does not follow the above Guidelines, then their bid may be rejected by WAPCOS.

Note 2: The Technical Bid should not contain any financial information related to Financial Bid.

<b>Table -1: Documents for Technical Qualification</b>	
<b>CHECK LIST</b>	
<b>Name of Bidder</b>	<b>M/s.....</b>
<b>Name of Work:</b>	<b>Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil &amp; MEP Works for National Institute of Ayurveda (NIA), Panchkula</b>

<b>S. N</b>	<b>Particular of Document</b>	<b>Page Nos. (from – to)</b>
a)	<p>Authority to Sign the Tender</p> <p>c) In case of proprietary firm, the Proprietor shall sign with full name, current address OR by the authorized person holding Notarized Power of Attorney issued by the Proprietor for signing of business proposal. The Power of Attorney shall <b><u>be submitted in original and shall be specific to this Bid submission only and mentioning the name of the work/project</u></b></p> <p>d) In case of a Limited Company or Corporation, the Application shall be signed by an authorized person holding the Power of Attorney for signing of business proposal. A certified copy of the Power of Attorney shall accompany the Application.</p> <p><b>Note:</b> Power of Attorney duly notarized and on a stamp paper of appropriate value, issued for signing the tender documents, make corrections/ modifications, to interact with the Employer and act as the contact person, shall be submitted along with Technical Bid.</p>	
b)	EMD Documents.	
c)	Receipt or other documentary proof for Tender Fees	
d)	Letter of Transmittal For Technical Bid and Financial bid along with Declaration by the Bidder on bidder's original letter Head as per given format	
e)	<p>Bidder shall submit <b>"Financial Information"</b> regarding Turnover, Profit/Loss and Net Worth certificate for Last 5 (five) years ending on the financial year 2023-24 or financial year 2024-2025 if audited balance sheet is available in <b>Form-A</b> duly certified by Statutory Auditor of the firm/company which must carry <b>UDIN (Unique Document Identification Number)</b>.</p> <ul style="list-style-type: none"> <li>• <b>Profit / loss (after Tax):</b> The Bidder should not have incurred any loss (profit after tax should be positive) in more than two years during last five years ending 2023-24 or financial year 2024-2025 if audited balance sheet is available</li> <li>• <b>Turnover:</b> Average annual financial turnover of Bidder should be at least 50% of the estimated cost of work during the immediate last 3 consecutive financial years ending 2023-24 or financial year 2024-2025 if audited balance sheet is available, duly certified by a Chartered Accountant (CA) with a valid UDIN number.</li> <li>• <b>Net Worth:</b> Net worth of the Bidder should be positive during the last financial year 2023-24 or financial year 2024-2025 if audited balance sheet is available and should not have eroded by more than 30% in last 3 Financial years ending on 2024-25. The</li> </ul>	

<b>S. N</b>	<b>Particular of Document</b>	<b>Page Nos. (from – to)</b>
	<p>requisite certificates must be certified by statutory auditor of the firm/company.</p> <ul style="list-style-type: none"> <li>Bidder shall attach Balance Sheet and Profit &amp; loss Statement, duly audited by Statutory Auditor of the firm for last 5 (five) years ending on the financial year 2023-24 or financial year 2024-2025 if audited balance sheet is available in support of <b>Form-A</b></li> </ul> <p><b>Note 1:</b> This Certificate will be verified through ICAI Portal using UDIN number mentioned in Form-A</p> <p><b>Note 2:</b> There is no need to upload entire voluminous balance sheet. However, summarized balance sheet (Audited) and summarized Profit &amp; Loss Account (Audited) for last 05 years shall be uploaded.</p>	
f)	<p><b>Solvency Certificate</b></p> <p>The bidder contractor should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Bank Solvency Certificate issued from a Nationalized / Scheduled Commercial Bank approved by Reserve Bank of India (RBI) should be at least 40% of the estimated cost of the work. The Certificate should be issued between the publishing of NIT &amp; last date of submission of Bids, including extensions if any and shall be addressed to WAPCOS Limited, 76-C, Institutional Area, Sector-18, Gurugram, Haryana <u><b>specific to this Bid submission only and mentioning the name of the work/project.</b></u> The certificate shall be submitted in original and the color /b&amp;w copy / scanned copy shall not be accepted. The certificate should carry name, designation of the bank official, who has the authority to issue Solvency Certificate in prescribed <b>Form-B.</b></p> <p><b>Note:</b> This Certificate will be verified from the issuing authority by WAPCOS</p>	
g)	Deleted	
h)	<p><b>Completed Similar Work Criteria:</b></p> <p>The bidder should have satisfactorily completed the similar types of works as mentioned below during the last seven years ending previous day of last date of submission of tender.</p> <p>i) One similar completed work costing not less than 80% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>ii) Two similar completed works of order value each not less than 50% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>iii) Three similar completed works of order value not less than 40% of the estimated cost of work.</p> <p><b>Note:</b></p> <p>i) Deleted</p> <p>ii) <b>Similar work</b> shall mean Supply, Installation, Testing and Commissioning of Medical Equipment to 200 bedded Hospitals/ Medical Colleges or more during last five years.</p> <p>The value of the work done declared is to be including GST / Taxes. For the works, where the Taxes or GST is not clearly defined, the value</p>	

<b>S. N</b>	<b>Particular of Document</b>	<b>Page Nos. (from – to)</b>
	<p>of works shall be considered as including GST.</p> <p>The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion of last day of the month previous to the one in which applications are invited.</p> <p>In the case of OEM products, the bidder's products should have been in the market for at least 10 years and the manufacturer should have more than 10 years of manufacturing experience, as reflected in the balance sheet for the last 5 years, duly certified by CA with a valid UDIN number</p> <p>The past experience in similar nature of work and also for additional experience should be supported by certificates issued by the Client's organization. In case, the works / certificates are not verified by the issuing authority, WAPCOS reserves the right to not consider for the award of works. For work experience of private sector, the completion certificates shall be supported with copies of corresponding TDS certificates. <u>In case of mismatch in value in TDS certificate &amp; completion certificate, then value mentioned in TDS certificate will be considered during evaluation.</u></p> <p><b>Note:</b> The completion / experience/Performance certificates, along with the supporting documents, shall be got verified from the issuing authority / organizations prior to opening of Financial Bid</p>	
i)	<p><b>Verification of Solvency, Completion/Performance Certificates.</b> Verification should be done from the official email id of issuing Authorities. The bidder will provide official e-mail, Landline number of the Issuing Authorities in prescribed <b>Form-C</b> with undertaking. Bidder will ensure the email ids and landline are in working condition. If Solvency Certificate, completion/Performance certificate are not verified by the issuing authority, then it may not be considered for technical evaluation.</p>	
j)	Deleted	
k)	<p><b>GST Registration &amp; PAN:</b> Bidder shall submit valid GST registration certificate and PAN Card. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submitting of 1<sup>st</sup> bill of executed works.</p>	
l)	<p><b>Indian Registered Company:</b> The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Firm/ Partnership Firm. <b>Joint ventures are not accepted.</b> Copy of Certificate of Incorporation/ Registration/ Partnership Deed Registration or any other relevant document, as applicable, should be submitted along with a copy of address proof. ii) A Bidder may be disqualified if it quotes any brand it does not represent or fails to provide documentation to substantiate its claim.</p>	

<b>S. N</b>	<b>Particular of Document</b>	<b>Page Nos. (from – to)</b>
	<b>NOTE:</b> Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.	
m)	<b>Structure &amp; Organization:</b> The bidder will submit Name, address, details of the organization, Name(s) of the Owner/partners/promoters and Directors of the firm/company as prescribed in <b>Form-D</b> .	
n)	<b>Non - Conviction Certificate:</b> The bidder will submit the undertaking regarding “ <b>Non –Conviction Certificate</b> ” as prescribed in <b>Form-E</b> .	
o)	<b>No Deviation Certificate:</b> The bidder will submit ‘ <b>No Deviation Certificate</b> ’ as prescribed in <b>Form-F</b> .	
p)	<b>Undertaking regarding Blacklisting / Non Debarment</b> The bidder will submit the “Undertaking regarding Blacklisting / Non Debarment” as prescribed in <b>Form-G</b> .	
q)	<b>Undertaking regarding Restriction under Rule 144(XI) of the General Finance Rules (GFRs) 2017</b> The bidder will submit the “Undertaking regarding Restriction under Rule 144(XI) of the General Finance Rules (GFRs) 2017” as prescribed in <b>Form –H</b> .	
r)	<b>Preference to Make in India:</b> The bidder shall submit undertaking indicating percentage of local content used during the execution of work as per the order of Public Procurement (Preference to Make in India) as prescribed in <b>Form-I</b> .	
s)	<b>Understanding The Project Site</b> The bidder will submit the “Understanding The Project Site” as prescribed in <b>Form –J</b> .	
t)	The bidders must have ISO 9001 and products should have ISO 13485/13485 from NABCB, ISO 14644-1:2015, EN-12469:2000, USFDA/CE [mandatory for S.No.10,11,13,14,17,28 (Anatomy Dept.), S.No.3,4,11,15,16,17,18 (Pathology Dept.), S.No.1 (Bio-Chemistry)] on or before bid starting date.	
u)	The Bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder should submit list of well qualified and experienced Engineers and Supervisors stating clearly how those would be deployed for execution of works	
v)	Bidder has to install, commission and test each and every product at advised location within 90 days from the date of purchase order. In this context bidder is required to submit a proposed plan of delivery, installation, commissioning, training in bar chart and this plan shall be a part of technical bid for technical evaluation purpose	
w)	Bidder has to submit compliance sheet with specification of the equipment	
x)	Authorization certificate from OEM is required and to be submitted with technical bid	
y)	Bidders have to ensure the availability of spare parts up to 10 years after warranty period, an undertaking in this regard must be submitted.	
z)	Deleted	

<b>S. N</b>	<b>Particular of Document</b>	<b>Page Nos. (from – to)</b>
aa)	Integrity Agreement & Integrity Agreement as per Annexure – XII	

**Date:****(Signature, name and designation  
of the Authorized signatory)****4.0 CONTENTS OF FINANCIAL BID**

The Financial Bid should be uploaded online only before last date & time of submission of Tender Document.

Quoted amount by the Bidder shall be firm during the performance of the Contract. Quoted amount by the Bidder with any condition shall not be accepted and same is liable to be rejected

Quoted amount by the Bidder shall include all Materials, Tools & Plant, labour, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, applicable Labour Cess, cost of insurance to this contract, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes /Cess as per Government directives shall be deducted from each bill paid to the Contractor, from time to time. GST shall be payable extra as per prevailing rates. L1 bidder shall be decided on the basis of total quoted value of all the products mentioned in the tender.

**5.0 OPENING OF FINANCIAL BID**

The financial bids of the technically qualified bidders shall be opened at the notified date & time. Final selection of the bidder will be made based on the least cost method.

**6.0 SIGNING OF THE CONTRACT**

The letter of Award will be issued to the successful bidder by WAPCOS which will be duly signed & stamped by the successful bidder as token of unequivocal acceptance and confirmation within 07 working days. Subsequently, successful bidder shall submit the Performance Security of required value within 14 working days before signing of the agreement. Thereafter, on a date and time mutually agreed upon before start of work, the successful Bidder or his authorized representative shall attend the office of the tender inviting authority for signing of the Contract Agreement.

Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.

## **SECTION – III**

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### **FORMS**

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	<b>LETTER OF TRANSMITTAL FOR TECHNICAL BID AND FINANCIAL BID ALONG WITH DECLARATION</b>
<b>FORM-A</b>	<b>FINANCIAL INFORMATION</b>
<b>FORM-B</b>	<b>SOLVENCY CERTIFICATE</b>
<b>FORM-C</b>	<b>CORRESPONDENCE DETAILS OF ISSUING AUTHORITY</b>
<b>FORM-D</b>	<b>STRUCTURE &amp; ORGANISATION</b>
<b>FORM-E</b>	<b>NO CONVICTION CERTIFICATE</b>
<b>FORM-F</b>	<b>NO DEVIATION CERTIFICATE</b>
<b>FORM-G</b>	<b>UNDERTAKING REGARDING BLACKLISTING / NON DEBARMENT</b>
<b>FORM-H</b>	<b>UNDERTAKING FOR RESTRICTION UNDER RULE 144(XI) OF GFRs</b>
<b>FORM-I</b>	<b>PREFERENCE TO MAKE IN INDIA</b>
<b>FORM-J</b>	<b>UNDERSTANDING THE PROJECT SITE</b>

**(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)****LETTER OF TRANSMITTAL FOR TECHNICAL BID**

To,  
 Addl. Chief Engineer  
 Construction Management Unit-II  
 WAPCOS Limited,  
 Sector- 18, Gurugram, Haryana-122015  
**Email:** [rd@wapcos.co.in](mailto:rd@wapcos.co.in)  
**Contact No.** +91124-2399830

**Subject: Submission of Bids for the Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula**

Sir,

Having examined the details given in tender document for the above work, I/we hereby submit the relevant information.

- i. I / We acknowledge that the WAPCOS will be relying on the information provided in the Bid and the documents accompanying the Bid & detailed provided in the enclosed "Forms" for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- ii. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- iii. I/we submit the requisite Solvency Certificate, Completion Certificates, Financial Information's and authorize WAPCOS Ltd. to approach the Issuing Authority to confirm the correctness thereof. I/we also authorize WAPCOS Ltd. to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- iv. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- v. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

SN	Name of work	Value of Work	Client

**Date:**

**Place:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)**

**LETTER OF TRANSMITTAL FOR FINANCIAL BID**

Dated:

To  
Addl. Chief Engineer  
Construction Management Unit-II  
WAPCOS Limited,  
Sector- 18, Gurugram, Haryana-122015  
**Email:** [rd@wapcos.co.in](mailto:rd@wapcos.co.in)  
**Contact No.** +91124-2399830

**Sub: Financial Bid for the Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula**

Sir,

Having reviewed and fully understood all the requirements of Bid submission provided in the tender document, pertaining to (Name of Work) \_\_\_\_\_, I/ we hereby submit our Financial Proposal on percentage rate (Single Percentage Basis) as per scope of work and other terms & conditions mentioned in tender document. I/ we hereby also submit that

I/We have read and examined the all the Sections/Volumes of Bid document i.e. Notice Inviting Tender, Instruction to Bidders, General Conditions of Contract, Schedule of Quantities, Specifications, Drawings, etc. and all other contents in the bid document for the work of \_\_\_\_\_. I/we hereby also submit I/we have assessed the complete scope of work whether it is clearly mentioned in tender document or not and I/we shall not be paid any additional amount for the item(s) which are not mentioned in the tender document.

I/We hereby agree for the execution of the work within the specified time as mentioned in the bidding document.

I/We hereby submit that our percentage rate & quoted amount includes all associated costs with the project including any out of pocket / mobilization expenses, any other item(s) which are not mentioned in the tender document, buildings and other construction workers welfare cess, insurance, TDS, taxes, royalties, as applicable as per Government norms, in accordance with Clause 31 of GCC (Section-IV). We shall be reimbursed only the actual amount of GST on submission of proof of deposit of GST. It also includes the cost towards packing, forwarding, insurance, freight and delivery installation, testing and commissioning, etc.

I/we hereby agree that if at any time during the entire period of contract the Employer observes that I/we have not deposited the GST to the Government as per norms, the same shall be deducted from any amount payable to us.

I/We hereby submit that I/We have gone through the Scheduled of Quantities, specification and project requirements and agree that the rate provided against each item(s) of Scheduled of Quantities are correct and the Employer are not bound to share with us the detail analysis of the rate(s) of items. I/we agree that the payment shall be made as per rate provided in the Schedule of Quantities, considering the percentage quoted above or below and actual quantity executed at site as per the direction of Engineer-in-Charge.

I/We hereby agree that there may be certain differences in Description of item(s) provided in Scheduled of Quantities with Description of item(s), however, I/we agree to accept the rate provided in the Schedule of Quantities and execute the work as per the direction of Engineer-in-Charge.

I/We agree to keep the bid open for Ninety (90) days from the last date of submission of Bid, including extension, if any.

I/we understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive.

If our Bid is accepted, we commit to submit a Performance Security in accordance with the Bidding Documents.

I/We agree to be bound by this offer if we are the selected Contractor for this project.

For and on behalf of:

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)**

**DECLARATION BY THE BIDDER**

This is to certify that We, M/s ....., in submission of this offer confirm that:-

We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. We have carefully gone through each & every section of the tender document for the work of Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula

1. Our tender is offered taking due consideration of all factors mentioned in tender documents.
2. We promise to abide by all the stipulations of the Contract documents and carry out and complete the work to the satisfaction of the Employer/ Principal Employer.
3. We also agree to procure Plants and Machineries at our cost required for the work. We also submit that we have Organizational Structure comprising adequate Technical Personnel in the line of requirement. We also agree to accomplish the job entrusted to us in the stipulated time laid out in document except situations not under our control.
4. We have not made any misleading or false representation in the forms, statement and attachments in proof of the qualification requirements;
5. We do not have records of poor performance such as abandoning the work, not properly completing the Contract, inordinate delays in completion or financial failures etc.
6. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
7. We are financially sound and have not applied or be under corporate debt restructuring.
8. List of Similar Works satisfying Qualification Criterion as indicated hereinafter, does not include any work which has been carried out by us through a Subcontractor on a back-to-back basis.
9. The Cost has been quoted by me/us for bid after taking into consideration all the terms and conditions stated in the Tender Document, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
10. I / We shall keep this offer valid as period specified in the NIT.
11. I / We hereby submit our FINANCIAL BID and Offer Cost for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
12. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the format of Contract Agreement. We agree not to seek any changes in the aforesaid format of Contract Agreement and agree to abide by the same.

**Certificate:**

It is certified that the information given in the enclosed bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified / cancellation of enlistment in case any information furnished by me/us found to be incorrect.

**Date:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**Place:**

**[TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF STATUTORY AUDITOR OF  
BIDDER]****FORM-A: FINANCIAL INFORMATION**

<b>Years</b>	<b>Gross Annual turnover</b>	<b>Profit/Loss (After Tax)</b>	<b>Net worth</b>
2019-2020			
2020-2021			
2021-2022			
2022-2023			
2023-2024			
*2024-2025			

Above Details are being furnished as per the figures in balance sheet for the last five years in respect of M/s .....( Name & address of firm of bidder), as submitted by the firm to the Income Tax Department.

**Date:****(Signature of Statutory Auditor with Seal)  
UDIN No. :****Place:****\*Applicable only, if audited Balance sheet is available for FY 2024-2025**

**[TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF ISSUING BANK]**

**FORM- B: SOLVENCY CERTIFICATE**

To  
WAPCOS Limited,  
76-C, Institutional Area,  
Sector-18, Gurugram, Haryana

Name of Work: **Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula**

.....M/s.....(name of bidder &  
address).....  
.....  
.....  
.....  
.....

**(Signature for The Bank)**

**(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)****FORM-C: CORRESPONDENCE DETAILS OF ISSUING AUTHORITY****Solvency Certificate and Completion/Performance/Experience Certificate**

Name of Work: **Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula**

**A. Solvency Certificate**

Present address of the Issuing Branch	Official Email Id	Landline no.	Other Contact no.

**B. Completion/Performance/Experience Certificate**

Present address of the Issuing Authority	Official Email Id	Landline no.	Other Contact no.

This is to certify that above information is correct and is gathered from the Issuing Authorities by us for the verification of concerned documents. We understand that if the documents is not verified, then our bid is liable to be rejected.

**Date:****(Signature, Name, Designation  
of the Authorized signatory with Seal)****Place:**

**(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)****FORM- D: STRUCTURE & ORGANISATION**

Name of Work: **Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula**

S.No.	Particulars	Details
1.	Name & Registered Address of the Bidder	
2.	Address and Email on which correspondence will be made during <b>Tendering &amp; after Award of Work</b>	<b>Name of Person: ...<u>who will sign tender</u></b> <b>Mobile No. :</b> <b>Email:</b> <b>Address:</b>
3.	Telephone no./Mobile no./Fax no.	
4.	Legal status of the Bidder (attach copies of original document defining the legal status) (a) A Proprietary Firm (b) A Partnership Firm (c) A Limited Company or Corporation (d) A Company registered under company's Act 1956/2013	
5.	Particulars of Registration with various Government Bodies (Attach attested photocopy) <b>Organization/Place of Registration</b> 1. 2. 3.	<b>Registration No.</b> 1. 2. 3.
6.	Names and Titles of Directors with designation as per Legal Status of Company	
7.	Designation of Senior Level Officers authorized to act for this work	
8.	Any other information considered necessary but not included above.	

Date:

Place:

(Signature, Name, Designation  
of the Authorized signatory with Seal)

**(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)**

**FORM-E: NO-CONVICTION CERTIFICATE**

**Name of Work: Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula**

This is to certify that \_\_\_\_\_ (Name of the organization), having registered office at \_\_\_\_\_ (Address of the registered office) has never been convicted by any Central / State Government Department or Court of law anywhere in the country.

This is also to certify that we are not involved in any form of Corrupt and Fraudulent Practices in past and will never be involved in future.

**Date:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**Place:**

**(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)**

**FORM-F: NO DEVIATION CERTIFICATE**

**Name of Work: Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula**

This is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

**Date:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**Place:**

**(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)**

**FORM-G: UNDERTAKING REGARDING BLACKLISTING / NON DEBARMENT**

**Name of Work: Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula**

This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS Ltd. Further, we hereby Confirm and declare that we, M/s \_\_\_\_\_, is not blacklisted/De-registered/debarred by any Government Department/Public Sector Undertaking under the Ministry of Jal Shakti and Ministry of AYUSH .

**Date:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**Place:**

**(TO BE SUBMITTED ON BIDDER ORIGINAL LETTER HEAD)**

**FORM-H: UNDERTAKING FOR RULE 144 (XI) IN THE GENERAL FINANCIAL RULES-  
2017**

**Name of Work: Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula**

I / we .....(Name of the Firm) well aware about the Restrictions under RULE 144 (XI) In General Financial Rules (GFR), 2017 on procurement from country which shares a land border with India.. I/ we hereby certify that we are eligible to participate in the tender as per Rule 144 (xi) In The General Financial Rules (GFR), 2017

**Date:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**Place:**

**[TO BE SUBMITTED ON ORIGINAL LETTER HEAD OF STATUTORY AUDITOR OF  
BIDDER]**

**FORM-I: UNDERTAKING REGARDING PERCENTAGE OF LOCAL CONTENT**

**Name of Work: Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula**

We..... (Name of Firm)  
hereby confirm that we will follow the Make in India Policy and its Guidelines at the time of execution of subjected work. We have understood the provisions of Public Procurement (Preference to make in India) Local content Policy and will achieve the minimum local content target of 50%.

Date: (Signature, Name, Designation  
of the Authorized signatory with Seal)

Place:

**[TO BE SUBMITTED BY BIDDER ON THEIR ORIGINAL LETTER HEAD]**

**FORM-J: UNDERSTANDING THE PROJECT SITE**

**Name of Work: Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula**

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed. I/ We are well aware about the following:

- Availability of site in the newly constructed National Institute of Ayurveda (NIA), Panchkula for the execution of work.
- Availability of all construction material required for the execution of work.
- Sources from where electric connection is to be taken by contractor at the time of mobilization or other arrangements for electricity is to be made.
- Sources from where suitable water for construction is to be arranged.
- Location of local electrical supply line and other relevant services
- Hindrances / dispute, if any, which may arise during the execution of work

We have the knowledge about the site constraints as work is to be executed in the newly constructed National Institute of Ayurveda (NIA), Panchkula, which is being constructed by the other contractor and is in final stage of completion. We are giving this declaration in accordance with clause 1.0: Site Visit of Section – II of the tender document. As required in the tender, Geo-tagged photos are enclosed herewith.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered in the Quoted Rates / price.

**Date:**

**(Signature, Name, Designation  
of the Authorized signatory with Seal)**

**Place:**

**SECTION – IV**

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**GENERAL CONDITIONS OF CONTRACT**

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**SECTION – IV****GENERAL CONDITIONS TO CONTRACT****GENERAL RULES AND DEFINITIONS**

<b>Definitions</b>	1.	<p>The “<b>Contract</b>” means the documents forming the tender and acceptance thereof and the formal Agreement executed between the WAPCOS and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-In-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.</p> <p><b>Applicable Law</b> means the laws and any other instruments having the force of law in India.</p>
	2.	<p>In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-</p> <ul style="list-style-type: none"> <li>i. “<b>Employer/Project Management Consultant</b>” shall mean WAPCOS Limited/ WAPCOS, A Government of India undertaking- Ministry of Jal Shakti, for execution of the Work / Project as mentioned in NIT, having their Registered office at 5<sup>th</sup> floor, Kailash building, 26-Kasturba Gandhi Marg, New Delhi-110001, India &amp; include Engineer-in-charge, Project Manager, their successors &amp; permitted assigns as well as their authorized officer / representatives on behalf of National Institute of Ayurveda (NIA), Jaipur under Ministry of AYUSH, Government of India. WAPCOS Limited is a company registered under the Indian Company Act 1956, with its registered office at New Delhi or its Administrative officers or its Engineer or other employees authorized to deal with any matter with which these persons are concerned and authorized on its behalf.</li> <li>ii. “<b>Principal Employer/Owner</b>” National Institute of Ayurveda (NIA), Jaipur, Ministry of AYUSH, Govt. of India who has appointed WAPCOS Ltd. as Project Management Consultant for the work mentioned in NIT.</li> <li>iii. “<b>Bidder/Tenderer/Contractor/Supplier</b>” shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company who are participating in Bidding process and will Execute the project after award of the Works as Contractor/Supplier. They should be an Indian Registered Company under Companies Act 1956/ 2013, Proprietorship Firm/ Partnership Firm</li> <li>iv. “<b>Work or Project</b>” means as mentioned in NIT.</li> <li>v. “<b>Estimated Cost</b>” means estimated cost put to tender for inviting Financial Bid from the interested Bidders.</li> <li>vi. “<b>Effective Date</b>” means the date on which this Contract comes into force and effect pursuant.</li> </ul>

		<p>vii. <b>In writing means</b> communicated in written form with proof of receipt.</p> <p>viii. <b>Language</b> means all documents and correspondence in respect of this Contract shall be in English Language.</p> <p>ix. <b>Letter of Award (LOA)</b> shall mean the Employer's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.</p> <p>x. <b>Month</b> means English Calendar month 'Day' means a Calendar Day of 24 Hrs. each.</p> <p>xi. <b>"Bid" or "Bids" or "Tender"</b> shall mean the offer submitted by a Bidder in accordance with this document for the above project.</p> <p>xii. <b>"Site and location"</b> means the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract as mentioned in NIT.</p> <p>xiii. <b>"Engineer-in-Charge"</b> means the Officer appointed by WAPCOS who shall direct, supervise and sign the Contract Agreement on behalf of WAPCOS, for the purpose of Contract or his duly authorized representative.</p> <p>xiv. <b>"Project Manager, WAPCOS"</b> shall mean the officer appointed by WAPCOS to supervise the works at site on behalf of WAPCOS and Authorized by the Engineer-in charge.</p> <p>xv. <b>Excepted Risk</b> are risks due to riots (other than those on account of contractor's employees), war, invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Engineer-in-charge or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.</p> <p>xvi. <b>"Schedule(s)"</b> referred to in these conditions shall mean the relevant schedule(s), standard Schedule of Rates of the government mentioned in Special Conditions of Contract.</p> <p>xvii. <b>"Consultant"</b> means any consultant nominated by the WAPCOS</p> <p>xviii. <b>"Tendered Amount"</b> means the value as quoted by the Bidder during bidding process.</p> <p>xix. <b>"Tendered Value"</b> means the value of work as stipulated in the letter of award.</p>
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		<p>xx. <b>“Contract Price”</b> means the value of work executed under the Contract including tendered value, cost of extra items, cost of substituted items, cost of deviated items, works executed under the Contract including GST.</p> <p>xxi. <b>“Date of Commencement of Work”</b> The date of commencement of work shall be the date of start as specified in Letter of Award or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.</p> <p>xxii. <b>GST</b> means Goods &amp; Service tax- Central, State and Inter State</p>
<b>Scope and Performance</b>	3.	Refer Scope of the works enclosed with the Tender Document
	4.	Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
	5.	The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
<b>Works to be carried out</b>	6.	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities/ Building Components shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
<b>Sufficiency of Tender</b>	7.	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the cost quoted in the Schedule of Quantities/ Building Components, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
<b>Discrepancies and Adjustment of Errors</b>	8.	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
	8.1	<p>In the case of discrepancy between the schedule of Quantities/Building Components, the Specifications and/ or the Drawings, the following order of preference shall be observed:-</p> <ol style="list-style-type: none"> <li>Description of Schedule of Quantities/ Building Components.</li> <li>Particular Specification and Special Condition, if any.</li> <li>Drawings.</li> <li>Standard Specifications as per MoAYUSH/MoHFW/ CDSCO/ NABH/NABL</li> <li>Indian Standard Specifications of B.I.S.</li> <li>Equivalent international/ISO standard, in case BIS standard is not available,</li> </ol>
	8.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer-in-charge shall be the deciding

		authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
	8.3	Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
<b>Signing of Contract</b>	9.	<p>The letter of Award will be issued to the successful bidder by WAPCOS which will be duly signed &amp; stamped by the successful bidder as token of unequivocal acceptance and confirmation. Subsequently, successful bidder will submit the Performance Security of required value within time specified in Tender document. Thereafter, on a date and time mutually agreed upon, the successful Bidder or his authorized representative shall attend the office for signing of the Contract Agreement before start of the work.</p> <p>The contract Agreement consisting of complete Tender Document along with all the documents Corrigendum/Amendments if any, Clarifications / Correspondences and any other documents as forming part of the contract. No payment for the work done will be made unless contract is signed by the contractor.</p> <p>Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.</p>

**CLAUSES OF CONTRACT****CLAUSE 1: PERFORMANCE SECURITY**

- i. The contractor shall submit an irrevocable **Performance Security of 3% (three percent) of the “Tendered Value”** in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Special Conditions of Contract from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in Special Conditions of Contract on written request of the contractor stating the reason for delays in procuring the Performance Security, to the satisfaction of the Engineer-in-Charge. This Security shall be in the form of Cash (in case Security amount is less than Rs. 10,000/-) or Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case Security amount is less than Rs. 1,00,000/-) or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the WAPCOS as part of the performance Security and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the WAPCOS to make good the deficit.
- ii. **The Performance Security shall be initially valid up to period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP) of 2 years having 1 year claim period beyond that.** In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Security extended to cover such extended time. The performance Security shall be returned/refunded to the contractor without interest, after their duly performs and completes all obligations under the contract including completion of the Defect Liability Period.
- iii. The Engineer-in-Charge shall make a claim under the performance Security except for amounts to which the WAPCOS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - a) Failure by the contractor to extend the validity of the Performance Security as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Security.
  - b) Failure by the contractor to pay WAPCOS any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- iv. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance Security shall stand forfeited in full and shall be absolutely at the disposal of the WAPCOS.

**CLAUSE 1A: SECURITY DEPOSIT / RETENTION MONEY**

The Bidder whose tender(s) may be accepted shall permit WAPCOS at the time of making any payment to Contractor for work done under the contract to deduct a sum at the rate of 5% from each running and final bill excluding GST.

The Security Deposit as deducted above shall be released within 60 days of successful completion of Warranty/Defect Liability Period as Certified by the Engineer-in-Charge or till the final bill has been prepared and passed whichever is later.

**CLAUSE 2: COMPENSATION FOR DELAY i.e. LIQUIDITY DAMAGE**

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under purview of the Contract on account of such breach, pay compensation for delay i.e. Liquidity Damage, a sum not less than 0.5% (Zero point five percent) of the Tendered Value as aforesaid for each week and limited to 10% of the Contract Price. If, still work is not

completed by the Contractor after deduction of full Liquidity Damage i.e. 10% of the Contract Price, then Performance Security shall be invoked and deducted security money shall be forfeited and project will be terminated. After that the balance work will be executed by Employer on risk and cost (amount received from invocation of Performance Security and Security deposit) of contractor.

In case Liquidity Damage imposed by Principal Employer to the project at any point of time, then full amount of Liquidity Damage (10% of the Contract Price) will be recovered from the up-coming interim bills/ final bill. If the amount of up-coming interim bills/ final bill is less than the amount of Liquidity Damage, then balance amount of Liquidity Damage will be recovered from the Performance Security, Security Deposit and any other financial deposit of Contractor with Employer.

### **CLAUSE 3: WHEN CONTRACT CAN BE DETERMINED**

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer-in-charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- iv. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v. If the contractor shall offer or give or agree to give to any person in WAPCOS service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for WAPCOS.
- vi. If the contractor shall enter into a contract with WAPCOS in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- vii. If the contractor had secured the contract with WAPCOS as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- viii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any

- application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
  - x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
  - xi. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the WAPCOS shall have powers:
    - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security deposit payable and Performance Security under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
    - (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**Note:**

Actions under Clause 2 and 3 are independent.

The compensation under Clause 2 is for loss caused due to delay in performance, whereas, the compensation under Clause 3 is for consequential losses due to non-performance of the Contract. Hence, the Employer is entitled to compensation under Clause 3 and Clause 2 independently. Hence, the Employer is empowered to take action under Clause 2 for levy of compensation depending on liability of Contractor under Clause 2 based on the delay at the stage of Clause 3 action, before determination.

**CLAUSE 4: CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 3**

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof,

paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

## **CLAUSE 5: TIME AND EXTENSION FOR DELAY**

The time allowed for execution of the Works as specified in Contract or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Contract or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, WAPCOS shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance Security absolutely.

- 5.1** As soon as possible but within 7 (seven) days from the date of commencement of work, the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Employer and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work, exceeds 15 days (save for special jobs for which a separate programme has been agreed upon) complete the work as per scheduled date of completion.

In case of non-submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.

The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

The contractor shall submit the Time and Progress Chart and Progress Report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month.

### **5.2 If the work(s) be delayed by:-**

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority, but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Employer/ Principal Employer to proceed with the works. The Employer will give the "Extension of Time" only after the approval of the same from Principal Employer.

If, Employer/Principal Employer are not satisfied with the reasons stated by the contractor for delay then, Provision Extension of Time shall be granted to complete the balance works and keep the

contract alive. In the period of Provisional Extension of time, Employer shall have the right to impose Liquidity damage as per above Clause 2, if Principal Employer impose the Liquidity Damage to the project at any point of time.

During the granted provisional extension of time, 10% amount of bill amount excluding GST, shall be withheld from each running bill as per the discretion of the Engineer-in-charge. The withheld amount will be accountable to Liquidity damage as per clause-2 and shall only be released to the contractor, if work is completed within the given Provisional Extension of time and Principal Employer didn't impose the Liquidity Damage to the project.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for above events listed.

- 5.3** In case the work is hindered by the Employer/ Principal Employer for any reason / event, the Engineer-in-Charge, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub-clause and sub-clause 5.2 to the extent the delay is covered under sub-clause 5.2 the Contractor shall be entitled to only extension of time and no compensation/damages.
- 5.4** Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the Engineer-in-Charge. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the Contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. An amount as deemed appropriate by the Engineer-in-Charge shall be deducted on per day basis in case of delay in submission of the revised programme.
  - 5.4.1** In any such case the Engineer-in-Charge may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer-in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the Contractor for extension of time Engineer-in-Charge after affording opportunity to the Contractor, may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.
- 5.5** In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the Contractor for reasons beyond the events mentioned in sub clause 5.2 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The Contractor shall be liable for levy of compensation for delay for such extension of time.

## **CLAUSE 6 : COMPUTERIZED MEASUREMENT BOOK**

Project Manager, WAPCOS shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the WAPCOS so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Project Manager, WAPCOS as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Project Manager, WAPCOS, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Project Manager, WAPCOS, for the dated signatures by the Project Manager, WAPCOS, and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Project Manager, WAPCOS. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the WAPCOS a computerized measurement book, duly bound, and with its pages machine numbered. The Project Manager, WAPCOS, would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound.

The contractor shall also submit to the WAPCOS separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered. Thereafter, this bill will be processed by the Project Manager, WAPCOS.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Project Manager, WAPCOS.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Project Manager/Engineer-In-Charge, WAPCOS in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Project Manager, WAPCOS in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or Project Manager, WAPCOS consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge may cause either themselves or through another officer of the WAPCOS to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

#### **CLAUSE 7: PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARD AS ADVANCE**

The payment shall be made after successful supply, installation, testing and commissioning of particular equipment mentioned in Bill of Quantities at site on actual basis and after submission of running invoices duly signed and verified by the Project Manager/Engineer-In-Charge, WAPCOS and approved by the Engineer-in Charge as per the following payment terms:

On supply of equipment at National Institute of Ayurveda (NIA), Panchkula, Haryana	70% cost of the equipment consideration, as mentioned in Schedule Quantities
On Successful/satisfactory Installation of furniture/equipment	20% cost of the equipment consideration, as mentioned in Schedule Quantities
On overall testing and commissioning or handing over of the equipment to the Employer/Owner, whichever is later	10% cost of the equipment consideration, as mentioned in Schedule Quantities

The Bidder / Company acknowledges that under the present Tender and Work Order/ Contract Agreement (if work is awarded to Bidder/ Company), WAPCOS is only working as intermediary between NIA, Jaipur being Principal Employer. Thus the Bidder / Company unconditionally acknowledges that the payments under the present Tender and Work Order/ Contract Agreement (if work is awarded to Bidder / Company ) shall be made proportionately by WAPCOS only on back to back basis i.e., after 45 days subject to receipt of payment from NIA, Jaipur being Principal Employer. The Bidder / Company also unconditionally agree that in the event the, payment or part thereof, under the present Tender and Work Order/ Contract Agreement (if work is awarded to Bidder / Company ) is not received from NIA, Jaipur, then WAPCOS &/or any of its Employee/ Officer shall not be responsible to pay any amount to Bidder / Company . The said condition shall supersede any and all other conditions of Tender and Work Order/ Contract Agreement between the parties (if work is awarded to Bidder / Company).

All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by WAPCOS.

The interim or running account bill shall be submitted by the Contractor for work executed on the basis of recorded measurements on the format of the Employer on or before the date of every month fixed by Project Manager of WAPCOS. Contractor shall submit the bill with all requisite certificates/ documents. Project Manager of WAPCOS shall arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurement of the work within 15 working days. Observations if any shall be conveyed by the Project Manager, WAPCOS to the Contractor within 25 working days. Contractor shall resubmit the bill to Project Manager, WAPCOS after compliance of observations and duly signed by the Project Manager of WAPCOS for further processing.

Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment at such rates as decided by Engineer-in-Charge. The amount shall be paid by 45 working days after the day of presentation of the corrected bill by the Contractor to the Engineer-in-Charge or his representative, or 45 days after receive of the payments from Principal Employer whichever is later. As Bidder/Contractor acknowledges that under the present Contract agreement, the Employer is only working as intermediary between Principal Employer and Contractor. Thus, the Contractor unconditionally acknowledge that the payments under the present Contract shall be made

proportionately by the Employer only on back-to-back basis i.e., after 45 days subject to receipt of payment from Principal Employer. The Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract is not received from Principal Employer, then WAPCOS and/or any of its Employee/Officer shall not be responsible to pay any amount to Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the WAPCOS to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

It is clearly agreed and understood by the Contractor that notwithstanding anything to the contrary that may be stated in the agreement between Employer and the Contractor; the Contractor shall become entitled to payment only after Employer has received the corresponding payment(s) from the Principal Employer for the work done by the Contractor. Any delay in the release of payment by the Principal Employer to Employer leading to a delay in the release the corresponding payment by Employer to the Contractor shall not entitle the Contractor to any compensation/interest from Employer.

All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by Employer.

## **CLAUSE 8: COMPLETION CERTIFICATE AND COMPLETION PLANS**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge or his representative shall inspect the work with Project Manager, WAPCOS and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Employer shall issue the completion certificate to the Contractor after successful handing/taking over by Principal Employer. Contractor as per format given in the section of Annexures shall only issue the completion certificate after the submission of "No Claim Certificate".

**Statutory Approvals**

The scope includes approvals and permits from all statutory bodies to take occupancy. The Contractor on behalf of Employer wherever required shall obtain all approvals and statutory Clearances from various authorities for establishment of equipment & machineries.

**CLAUSE 8A : COMPLETION PLANS TO BE SUBMITTED BY THE CONTRACTOR**

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans. The "As Built" Drawings and completion report shall be submitted by the Contractor within 10 days from the date of completion works in 3 sets.

In case, the contractor fails to submit the completion plan/drawings as aforesaid, he shall be liable to pay a sum of 0.25% (zero point two five percent) of Tendered value.

**CLAUSE 9 : PAYMENT OF FINAL BILL**

The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in- Charge whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

**CLAUSE 10A: MATERIALS TO BE PROVIDED BY CONTRACTOR**

The contractor shall, at his own expense, provide all materials, required for the works.

The contractor shall, at his own expense and without delay, supply to the Project Manager, WAPCOS samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Project Manager, WAPCOS shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Project Manager, WAPCOS for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge/ Principal Employer shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge/ Principal Employer. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Project Manager, WAPCOS may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Project Manager, WAPCOS and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in- Charge or his authorized representative shall at all times have access to the works and to all workshops and places where

work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge or his authorized representative shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge or his authorized representative shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge or his authorized representative may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The Contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Contract.

If the Engineer-in-Charge or his authorized representative instructs the Contractors to carry out a test not specified in the Specification to check whether any work has a Defect. Such tests are to be carried out by the Contractor by deploying agencies and paying all the cost for such tests.

#### **CLAUSE 10B :**

##### **(i) SECURED ADVANCE ON NON-PERISHABLE MATERIALS AND RECOVERY**

The contractor, on signing an indenture in the form to be shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Project Manager, WAPCOS non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

The secure Advance shall be recovered as per consumption of material from the contractor which secure advance is given to the contractor. If any value of secure advance is remaining to recover, then it will be fully recovered after completion of 80% work of the Tendered Value.

##### **(ii) MOBILISATION ADVANCE**

On request of contractor, the Employer shall make interest bearing advance payment for mobilization of labour, stores and workshops including camps, labour sheds, machineries and construction plant, etc. for preliminary and enabling Works, after the signing of Contract agreement to the extent of 10 (ten) per cent of the Tendered Value of an unconditional BG. Such BG shall remain effective until the advance payment has been fully repaid.

The aforesaid advance of 10 (ten) per cent shall be paid in two instalments, each of five per cent. The first one shall be paid on commencement of the work and on submission of unconditional BG in respect of the advance.

The second instalment shall be paid on certification by the engineer in charge for achieving a financial progress of 10 (ten) per cent of the Tendered Value, as also provision of a BG by the contractor for this part of the advance. Mobilisation expenditure mentioned herein shall not include the margin money and bank commission, and so on, paid by the contractor for procurement of BGs against performance security and mobilisation advance.

The request of contractor for aforesaid mobilization advance will be considered within 3 (three) months from the commencement of work.

### **(iii) INTEREST & RECOVERY OF MOBILISATION ADVANCE**

The mobilization advance bears simple interest at the rate 10 % and shall be calculated from the date of payment to the date of recovery (365 days in a year) both days inclusive, on the outstanding amount of advance.

Before any installment of advance is released, the contractor shall execute a one single Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of mobilization advance and valid up to stipulated period of completion as mentioned in NIT. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first 10% of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time 80% of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment. Along with aforesaid condition of recovery of mobilization advance, if contractor wants to recover more or full mobilization advance from the interim bills, then accordingly mobilization advance may be recovered by Employer. The said request will be given by the contractor along with the interim bill to the Engineer-In-Charge. The Bank Guarantee will be returned after recovery of the mobilization advance against particular Bank guarantee.

**CLAUSE 10C : PAYMENT ON ACCOUNT OF INCREASE IN PRICE / WAGES DUE TO STATUTORY ORDER – NOT APPLICABLE**

**CLAUSE 10CA : PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER – NOT APPLICABLE**

**CLAUSE 10CC: PAYMENT DUE TO INCREASE / DECREASE IN PRICES/ WAGES (EXCLUDING MATERIALS COVERED UNDER CLAUSE 10 CA) AFTER RECEIPT OF TENDER FOR WORKS – NOT APPLICABLE**

**CLAUSE 10D : DISMANTLED MATERIAL PROPERTY**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as WAPCOS/Government/Principal Employer property and such materials shall be disposed off to the best advantage of WAPCOS according to the instructions in writing issued by the Engineer-in-Charge or his authorized representative.

**CLAUSE 11 : WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.**

The Contractor shall execute the work as per the sequence submitted by Contractor and approved by Engineer-in-Charge from time to time so that all other items of the work to be executed by other agencies are completed progressively along with the main work.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Mandatory Tests as per Central Public Works Department Manual/IS Codes of construction materials shall be carried out from the outside approved/NABL recognized Laboratory as may be approved by Engineer-In-Charge without any extra expenditure to Employer.

The Contractor shall establish a field test laboratory on the site with latest equipment's for carrying out field tests of construction materials and will maintain proper records of all the test results.

**CLAUSE 12 : DEVIATIONS / VARIATIONS EXTENT AND PRICING**

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided

**12.1** The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

- i. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- ii. 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge

**12.2 Deviations, Extra Items, Substituted item and Pricing**

- (a) In the case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved

later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

- (b) **In the case of substituted items** (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.
- If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
  - If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- (c) **In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Special Conditions of Contract**, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Project Manager, WAPCOS shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined after approval of Engineer-in -charge.

The prescribed time limit for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 30 days after submission of proposal by the contractor without observation of the Engineer-in-Charge or his authorized representative.

- 12.3** Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

### **CLAUSE 13: FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

If at any time after acceptance of the tender, Engineer-in-charge shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned

which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Employer shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work). For materials taken over or to be taken over by WAPCOS, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the WAPCOS as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the WAPCOS from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the Contractor may furnish fresh Performance Security on the same conditions, in the same manner and at the same rate for the balance tendered value and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Security is furnished by the Contractor the Engineer-in-Charge may return the previous Performance Security.

#### **CLAUSE 14 : CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR**

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or  
Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to WAPCOS, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
  - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
  - (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by WAPCOS because of action under this clause shall not exceed 10% of the Contract Price.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the WAPCOS are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by WAPCOS in completing the part work/ part incomplete work of any item(s) / rectification works during Defect Liability Period or the excess loss of damages suffered or may be suffered by WAPCOS as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to WAPCOS in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

## **CLAUSE 15 : SUSPENSION OF WORK**

- (i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
  - (a) on account of any default on the part of the contractor or;
  - (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
  - (c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
  - (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
  - (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-

Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

- (iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in subpara (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by WAPCOS or where it affects whole of the works, as an abandonment of the works by WAPCOS, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by WAPCOS, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

#### **CLAUSE 16 : ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Project Manager, WAPCOS and all the superior officers, officer of the Quality Assurance Unit of the WAPCOS or any organization engaged by the WAPCOS for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates incharge of the work or to the Engineer-in-charge of Quality Assurance or Project Manager, WAPCOS or his subordinate officers or the officers of the organization engaged by the WAPCOS for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Special

Conditions of Contract may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **CLAUSE 17: CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD**

**The Warranty (on site)/Defect Liability Period and Annual Maintenance Period shall be 24 (Twenty Four) Months.**

The contractor will deploy sufficient manpower (i.e. Technical Supervisor, Mason, Electrician, Plumber etc.) and materials, accessories tools and plants required for the maintenance of the work, equipment, services, etc. during defect liability period. No extra charge in this account shall be paid to the contractor. Therefore, contractor is advised to quote the cost accordingly.

The Warranty/Defect Liability Period shall commence from the date of issue of the Taking Over Certificate by Principal Employer or issue of Completion Certificate by Principal Employer or agreed date of start of Defect Liability Period by the Principal Employer whichever is later. The Warranty period of equipments/items shall be provided as per the manufacturer norms or upto end of Defect liability period whichever is more. When the equipment is under Warranty/Defect Liability Period, it shall be the sole responsibility of the Contractor/Supplier to rectify defect of equipment, spare parts, replacement equipment as deemed necessary by the Employer/Owner and install the same without any cost implications to Employer/ Owner.

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

Contractor shall take required works / rectification of defects immediately after receiving of complaints from Principal Employer / Employer. If Contractor fails to attend the complaints within the given time frame by Engineer-in-charge, then any expenditure incurred by WAPCOS in completing works / rectification of defects shall be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

#### **CLAUSE 18: CONTRACTOR SUPPLY TOOLS & PLANTS ETC.**

The contractor shall provide at his own cost all materials, machinery, tools & plants as specified in tender. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or

complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

#### **CLAUSE 18A : RECOVERY OF COMPENSATION PAID TO WORKMEN**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, WAPCOS is obliged to pay compensation to a workman employed by the contractor, in execution of the works, WAPCOS will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the WAPCOS under sub-section (2) of Section 12, of the said Act, WAPCOS shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by WAPCOS to the contractor whether under this contract or otherwise. WAPCOS shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to WAPCOS full security for all costs for which WAPCOS might become liable in consequence of contesting such claim.

#### **CLAUSE 18B: ENSURING PAYMENT AND AMENITIES TO WORKERS, IF CONTRACTOR FAILS**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, WAPCOS is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, WAPCOS will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the WAPCOS under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, WAPCOS shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by WAPCOS to the contractor whether under this contract or otherwise WAPCOS shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the WAPCOS full security for all costs for which WAPCOS might become liable in contesting such claim.

#### **CLAUSE 19 : LABOUR LAWS TO BE COMPLIED BY CONTRACTOR**

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work

## **CLAUSE 19A**

No labour below the age of fourteen years shall be employed on the work.

## **CLAUSE 19B : PAYMENT OF WAGES**

- i. The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
  - ii. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
  - iii. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by WAPCOS from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
  - iv. (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
  - (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- v. The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

- vi. The contractor shall indemnify and keep indemnified WAPCOS against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- vii. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### **CLAUSE 19C**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.500/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 19 D**

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

- (1) The number of labourers employed by him on the work,
- (2) Their working hours,
- (3) The wages paid to them,
- (4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to WAPCOS, a sum not exceeding Rs.500/- for each default or materially incorrect statement. The decision of the Engineer-In-Charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

#### **CLAUSE 19 E**

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the WAPCOS and its contractors.

#### **CLAUSE 19 F**

Leave and pay during leave shall be regulated as follows:-

- 1. **Leave :**
  - (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
  - (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.
- 2. **Pay :**
  - (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when

full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

- (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
- 3. Conditions for the grant of Maternity Leave:  
No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
- 4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Appendix -I and II, and the same shall be kept at the place of work.

## **CLAUSE 19 G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the WAPCOS, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.500/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.500/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

## **CLAUSE 19 I**

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

**CLAUSE 19K : Employment of Skilled / Semi Skilled Workers**

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the Contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the Employer & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

For works costing more than Rs. 50 Crores, the Contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in co-ordination with the Employer & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be borne by the Government. The necessary space and workers shall be provided by the Contractor and no claim what so ever shall be entertained.

**CLAUSE 20 : MINIMUM WAGES ACT TO BE COMPLIED WITH**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

**CLAUSE 21 : WORK NOT TO BE SUBLET/ACTION IN CASE OF INSOLVENCY**

The contract shall not be assigned or sublet without the written approval of the Engineer-in Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of WAPCOS in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the WAPCOS shall have power to adopt the course specified in Clause 3 hereof in the interest of WAPCOS and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

**CLAUSE 22**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of WAPCOS without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

**CLAUSE 23 : CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an Proprietor Firm, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

**CLAUSE 24: LIFE CYCLE COST**

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer- in-Charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

**CLAUSE 25 : SETTLEMENT OF DISPUTES & ARBITRATION****25.1 Settlement of Disputes**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- I. If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the Contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request Engineer-in-Charge in writing for written instruction or decision. Thereupon, the Engineer-in-Charge shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.
- II. In case the Contractor is not satisfied with the decision of Engineer-in-Charge, he may proceed for arbitration as detailed in Clause 25.2 hereinafter.
- III. It is a term of Contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.
- IV. Performance of this Agreement/ Contract shall continue during arbitration proceedings or any other dispute resolution mechanism pursuant to Clause 25.2. No payment due or payable by the Employer shall be withheld on account of pending reference to the arbitration or other dispute resolution mechanism excepts to the extent that such payment of dispute.

## 25.2 Arbitration

Any dispute, controversy of claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism:

- a. Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b. In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatorily resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c. It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- d. Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- e. It is also acknowledged and accepted that the Employer is only working as intermediary between the Contractor/Supplier and the Principal Employer/Owner, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract between Principal Employer/Owner & the Employer, Principal Employer/Owner shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against the Employer and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Owner. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.
- f. The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi."

## 25.3 English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

**25.4 Performance during Arbitration**

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under the Contract without prejudice to a final adjustment in accordance with such award.

**25.5 No arbitration for decision on sub-standard work**

The decision of Engineer-in-Charge regarding the quantum or reduction as well as justification thereof in respect of payment for sub-standard work which may be decided to be accepted will be final and would not be open to arbitration.

**CLAUSE 26 : CONTRACTOR INDEMNIFY EMPLOYER AGAINST PATENT RIGHTS**

The contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

**CLAUSE 27 : LUMP SUM PROVISIONS IN TENDER – NOT APPLICABLE****CLAUSE 28 : ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED**

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**CLAUSE 29 : WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR**

- a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the WAPCOS shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the WAPCOS shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the WAPCOS shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the WAPCOS or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or WAPCOS will be kept withheld or retained as such by the Engineer-in-Charge or WAPCOS till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the

lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the WAPCOS shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- b) Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for WAPCOS to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by WAPCOS to the contractor, without any interest thereon whatsoever.

Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the WAPCOS on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by WAPCOS.

#### **CLAUSE 29A : LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Employer or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Employer or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Employer will be kept withheld or retained as such by the Engineer-in-Charge or the Employer or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

#### **CLAUSE 30 : WATER FOR WORKS**

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Project Manager, WAPCOS.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- (iii) The water charges @ 1 % on tendered value shall be recovered if water supplied by Government/ Principal Employer is used by contractor.

#### **CLAUSE 30A : ALTERNATE WATER ARRANGEMENTS**

The contractor shall be allowed to construct temporary wells in Government land for taking water for construction purposes only after he has got permission from the concerned Government Authority and inform the same to Engineer-In-Charge in writing. No charges shall be recovered from the

contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

### **CLAUSE 31 : HIRE OF PLANT & MACHINERY**

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.

### **CLAUSE 32 : EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES**

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work with full quality control. The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Even of the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineers, it is necessary on the part of the contractor to Employ principal technical representative / technical representative (s).

The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

### **CLAUSE 33 : LEVY/TAXES PAYABLE BY CONTRACTOR**

- (i) The Contract price is inclusive of Goods and Service Tax (GST) and any other taxes, levies, royalties together with all general risks, liabilities and obligations set out or implied in the Contract, applicable Labour Cess, cost of insurance to this Contract, all applicable tax liabilities, Income Tax & Surcharges, etc. However, only the payment of GST shall be reimbursed by the Employer to the Contractor.
- (ii) The Contractor shall issue E-Invoice (if applicable for contractor firm)/Tax Invoices to Employer showing (a) Basic Amount (b) GST amount separately for each bill. The payment of GST amount shall be reimbursed to the Contractor only after uploading of GST amount by Contractor on GST portal to avail input benefit of GST by Employer.
- (iii) Notwithstanding anything contained above, the Contractor shall ensure payment of appropriate tax on the supplies made under the Contract. The Contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments. The Contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the taxes, duties, levies, cess, etc. The Employer would have right to seek necessary evidence that the Contractor is registered under the law and duly discharging its obligations under the tax law, enabling the Employer to avail input tax credit.

- (iv) In case any law requires the Employer to pay tax on the Contract price on reverse charge basis, the amount of tax deposited by Employer would be considered as paid to the Contractor and, accordingly, the price payable to the Contractor would stand reduced to that extent.
- (v) In case the Contractor does not deposit the tax payable on execution of the Contract, or has not provided the tax invoice to Employer showing the amount of tax, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to Employer, the amount equivalent to such tax shall be deducted from the any amount payable to Contractor.
- (vi) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the Contractor to the State Government, Local authorities in respect of any material used by the Contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Contractor.

#### **CLAUSE 34 : CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS**

All tendered cost shall be inclusive of all taxes and levies (except GST) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the WAPCOS attributable to delay in execution of work within the control of the contractor.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

- (i) Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by WAPCOS for extension of time.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

#### **CLAUSE 35 : TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-In-Charge on behalf of the WAPCOS shall have the option of terminating the contract without compensation to the contractor.

#### **CLAUSE 36 : IF RELATIVE WORKING IN WAPCOS THEN THE CONTRACTOR NOT ALLOWED TO TENDER**

The contractor shall not be permitted to tender for works in the WAPCOS responsible for award and execution of contracts in which his near relative is posted in WAPCOS. 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 Officer in the WAPCOS. Any breach of this condition by the

contractor would render him liable to be debarred from tendering in WAPCOS any breach of this condition.

**NOTE:** By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

**CLAUSE 37: NO GAZETTED ENGINEER TO WORK AS CONTRACTOR WITHIN ONE YEAR OF RETIREMENT**

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

**CLAUSE 38 : THEORETICAL CONSUMPTION OF MATERIAL- NOT APPLICABLE**

**CLAUSE 39 : COMPENSATION DURING WARLIKE SITUATION**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the Contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the Contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the Contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed the Engineer-in-Charge upto Rs. 2,00,000/- and by the next higher officer concerned for a higher amount. The Contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the Contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this Contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the Contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid precaution) Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the Contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

**CLAUSE 40 : APPRENTICES ACT PROVISIONS TO BE COMPLIED WITH**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the WAPCOS may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

**CLAUSE 41 : RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE**

Release of Security Deposit of the work shall not be refunded if any complaint from labour / labour department against the contractor deployed at site for execution of works. As soon as the work is

virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge.

## **CLAUSE42: INSURANCE**

### **1. Requirements**

Before commencing execution of works, it shall be obligatory for the contractor to obtain at his own cost stipulated insurance cover under the following requirements:

- a) Contractor's all risk and Third Party Cover.
- b) Liability under the workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970.
- c) Accidents to staff, Engineers, Supervisors and others who are not governed by workmen's compensation Act.
- d) Damage to material, machinery and works due to fire theft etc.
- e) Any other risk to be covered by insurance as specified by the employer.

### **2. Policy in Joint Names of Contractor and Employer**

The policy referred above shall be obtained in the joint names of the contractor and the employer and shall inter-alia provide coverage against the following, arising out of or in connection with execution of works, their maintenance and performance of the contract.

- a) Loss of life or injury involving public, employee of the contractor, or that of employer and Engineer, labour etc.
- b) Injury, loss or damage to the works or property belonging to public, government bodies, local authorities, utility organizations, contractors, employer or others.

Above policies shall remain in force throughout the period of execution of the works.

## **CLAUSE 43 : PREFERENCE TO MAKE IN INDIA**

The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017-Revision' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no.-P45021/2/2017-PP (BE-II) as amended on 16.09.2020 shall be applicable to the bidding process and award of the contract shall be done accordingly.

### **Verification of Local Content**

- i. The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement of the tender. They shall also give details of the location(s) at which the local value addition is made.
- ii. In cases of procurement for a value in excess of Rs 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

## **CLAUSE- 44: RULE 144 (XI) IN GENERAL FINANCIAL RULES (GFRS) 2017**

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. Bidder from a country which shares a land border with India" for the purpose of this Order means:-
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls

under any of the above

- iii. The beneficial owner for the purpose of clause above will be as under:
  - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.
  - 2. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;
  - 3. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - 4. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - 5. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone of together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
  - 6. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - 7. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- iv. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**SECTION- V**

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**SPECIAL CONDITIONS OF CONTRACT**

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## **SECTION-V**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1.0 ADDITIONAL CONDITIONS OF CONTRACT**

##### **1.1 Site Facilities**

- The Contractor has to make own security arrangement. Contractor shall maintain upto date record of in & out of the material & labour / staff at the security gate of campus at its own expenses.
- The Contractor shall provide safety equipment to the Employers/officers (During the visits and whenever required).
- Contractor shall deploy security/ watchmen for 24 hours on site at entire execution period and up to successful handing over of the project to the Principal Employer.
- Contractor shall properly cover up & protect all the work throughout the duration of work at his cost until successful handing over to the Principal Employer, particularly flooring, risers, mouldings, steps, terrace or special floor finishes staircases and balustrades, doors and glass, paint work, furniture and all finishing etc.

##### **1.2 Handing Over of the Project**

Contractor will hand over the project to Employer/Principal Employer after successful completion of each component of the project along with submission of all the required documents i.e. As- built drawings, Inventory list, guarantee / warranty bonds, certificates & invoices of equipment, lock and key of each room etc.

The statutory fees, if any will be deposited by the contractor for the above will be reimbursable to the contractor by Employer after providing the original receipt of the concern department. No other amount will be paid to the contractor for above works.

The partial handing over of works components shall not be considered. The Warranty/Defect Liability Period shall commence from the date of issue of the Taking Over Certificate by Principal Employer or issue of Completion Certificate by Principal Employer or agreed date of start of Defect Liability Period by the Principal Employer whichever is later along with submission of all the required documents i.e. As- built drawings, Inventory list, guarantee / warranty bonds, certificates & invoices of equipment, lock and key of each room and NoCs form various Departments.

##### **1.3 Co-operation & Co-ordination with other Agencies:**

The Contractor shall have to make Coordination with other agencies engaged at the site by the Employer at no extra cost and share the Site with other Contractors/agencies, public authorities, utilities working in the area, if any. The Contractor will carry out the entire work in a planned manner by coordinating his work with other agencies, who will be simultaneously carrying out work in the same area and also co-ordinate in connection with the position of various fixtures, inserts, embedment's and other allied work connected with the completion of the building / subject work.

In case of any dispute between the agencies engaged on the same work, decision of Engineer-in-Charge shall be final and binding.

##### **1.4 Inspection of the work by any Government Agency**

The Contractor shall be responsible for consequential effects arising out during the inspection done by the Chief Technical Examiner Cell, Central Vigilance Commission or Committee constituted by the Principal Employer/WAPCOS or construction site visiting team of Principal Employer or by the Building Works Committee or third party authorized by WAPCOS or any Statuary Committee or by any duly authorized representative of WAPCOS, during the progress or any time after the construction and development of project up to the defect liability

period, and will take appropriate action for rectification of defective work and modifications as suggested by the above teams/ group/ individual. Rectification of defective works or replacement of sub-standard materials or articles or modifications, as pointed out by the Chief Technical Cell, Central Vigilance Commission, committee constituted by Principal Employer, construction site visiting team of Principal Employer, Building Works Committee or authorized representative of WAPCOS or third party authorized by Employer/ Principal Employer or any Statuary Committee, will be carried out or replaced/ modified by the Contractor at his own risk and cost.

#### **1.5 Contractor's Storage and Site Office**

The Contractor shall make own arrangement for storing his equipment, plant, materials etc. and no storage will be provided by WAPCOS. The Contractor be solely responsible for watching or guarding his property and materials. Contractor shall cover all materials at site with requisite insurance against theft, larceny, dacoits, fire tempest and flood.

#### **1.6 Damage of existing hospital building**

As mentioned in the tender, work is to be executed in already constructed Institute buildings by the other Civil Contractor. If any damage occur in the existing buildings during transportation of material & equipment and execution of works, the same will be rectified/ replaced immediately by the contractor without any dispute as per the direction of Project Manager, WAPCOS.

**SECTION – VI****ANNEXURES**

<b>ANNEXURE – I</b>	<b>FORMAT FOR CONTRACT AGREEMENT</b>
<b>ANNEXURE – II</b>	<b>FORMAT FOR PERFORMANCE BANK GUARANTEE</b>
<b>ANNEXURE – III</b>	<b>FORMAT FOR MOBILIZATION ADVANCE PAYMENT BANK GUARANTEE</b>
<b>ANNEXURE – IV</b>	<b>FORMAT FOR INDENTURE FOR SECURED ADVANCES</b>
<b>ANNEXURE – V</b>	<b>FORMAT OF BANK GUARANTEE FOR EMD</b>
<b>ANNEXURE – VI</b>	<b>FORMAT FOR SEEKING EXTENSION OF TIME</b>
<b>ANNEXURE – VII</b>	<b>FORMAT OF GUARANTEE BOND /AFFIDAVIT FOR WORKS</b>
<b>ANNEXURE – VIII</b>	<b>SAFETY CODES</b>
<b>ANNEXURE – IX</b>	<b>MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS</b>
<b>ANNEXURE – X</b>	<b>CONTRACTOR'S LABOUR REGULATIONS</b>
<b>ANNEXURE – XI</b>	<b>NO CLAIM CERTIFICATE</b>
<b>ANNEXURE – XII</b>	<b>INTEGRITY AGREEMENT</b>

**ANNEXURE-I****(Format for "Contract" to be signed on Non-Judicial Stamp Paper of Rs. 100 by successful bidder)****CONTRACT AGREEMENT**

This Contract made on the \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_ between WAPCOS Limited, a Company in corporate under Indian Company's Act and having its registered office at 5<sup>th</sup> floor, Kailash Building, 26, K. G. Marg, New Delhi (hereinafter called "WAPCOS" of the one part) and (Name of Contractor Firm & Address)\_\_\_\_\_ (hereinafter called "Contractor" of the other part).

WHEREAS the WAPCOS is desirous that Work known as "\_\_\_\_\_". (Herein after referred to as "Work/ Project") under the Tender no. \_\_\_\_\_ dated \_\_\_\_\_ should be executed by the Contractor AND WHEREAS by a Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ issued by WAPCOS Limited and accepted by the contractor. WAPCOS Limited has accepted a Bid submitted by the Contractor for the execution and completion of such Work AND WHEREAS the Contractor has agreed to undertake such Work and furnish a Performance Security \_\_\_\_\_ (details) pursuant to Tender conditions.

NOW THIS AGREEMENT WITNESSETH as follows;

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Contract, viz;

- a) Tender Document no. \_\_\_\_\_ dtd. \_\_\_\_\_
- b) Letter of Award to Contractor by WAPCOS
- c) Documents furnished by the Contractor during Bidding process
- d) Corrigendum/Amendments, if any
- e) Clarifications / Correspondences, if any
- f) Any other documents as forming part of the contract

1. The aforesaid documents shall be taken as complementary and mutually explanatory of one another.
2. In consideration of the payment to be made by WAPCOS to the Contractor as indicated in this Contract, the Contractor hereby covenants with WAPCOS to execute and complete the Works in conformity, in all respects, with the provisions of the Contract.
3. WAPCOS hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with Laws of India on the day, month & year indicated above.

## **SETTLEMENT OF DISPUTES & ARBITRATION**

### **1 Settlement of Disputes**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- I. If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the Contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request Engineer-in-Charge in writing for written instruction or decision. Thereupon, the Engineer-in-Charge shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.
- II. In case the Contractor is not satisfied with the decision of Engineer-in-Charge, he may proceed for arbitration as detailed in Clause 25.2 hereinafter.
- III. It is a term of Contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.
- IV. Performance of this Agreement/ Contract shall continue during arbitration proceedings or any other dispute resolution mechanism pursuant to the relevant Clause. No payment due or payable by the Employer shall be withheld on account of pending reference to the arbitration or other dispute resolution mechanism except to the extent that such payment of dispute.

### **2 Arbitration**

Any dispute, controversy of claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism:

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatorily resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c) It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- d) Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- e) It is also acknowledged and accepted that the Employer is only working as intermediary between the Contractor/Supplier and the Principal Employer/Owner, thus in the event,

any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract between Principal Employer/Owner & the Employer, Principal Employer/Owner shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against the Employer and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Owner. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.

- f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi."

### **3 English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

### **4 Performance during Arbitration**

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under the Contract without prejudice to a final adjustment in accordance with such award.

### **5 No arbitration for decision on sub-standard work**

The decision of Engineer-in-Charge regarding the quantum or reduction as well as justification thereof in respect of payment for sub-standard work which may be decided to be accepted will be final and would not be open to arbitration.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with Laws of India on the day, month & year indicated above.

### **SIGNED, SEALED AND DELIVERED**

For and on behalf of the WAPCOS

For and on behalf of the Contractor

NAME \_\_\_\_\_  
Designation

NAME \_\_\_\_\_  
Designation

**in the presence of witness:**

**in the presence of Witness**

1 \_\_\_\_\_

1 \_\_\_\_\_

2 \_\_\_\_\_

2 \_\_\_\_\_

**NOTE: Contractor shall submit the Original Power of Attorney on Non-Judicial Stamp Paper for this particular Work / Project, in the name of Person who will sign the Contract with WAPCOS after award of Work.**

**Annexure – II****(To be submitted on non-judicial stamp paper of Rs. 100)****FORMAT FOR PERFORMANCE BANK GUARANTEE**

WAPCOS Limited,  
76-C, Sector 18,  
Gurgaon-122015.

In consideration of \_\_\_\_\_ (Employer's name) (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to \_\_\_\_\_ (Contractor's name & address) (hereinafter referred to as "the Contractor " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. \_\_\_\_\_ dt. \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for \_\_\_\_\_ (**Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula,**) (hereinafter called " the contract") and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (\_\_\_\_ % of the said value of the Contract to the Employer.

We, \_\_\_\_\_ (**name & address with issuing branch mail id of bank**) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid at any time upto \_\_\_\_\_ without any demur, reservation, contest , recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the

Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated \_\_\_\_\_ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you , free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by M/S WAPCOS Limited on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

- i) our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ;
- ii) This bank guarantee shall be valid upto \_\_\_\_\_; and
- iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before \_\_\_\_\_ (**indicate a date twelve months after validity of guarantee**).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at New Delhi.

**ANNEXURE – III****(To be submitted on non-judicial stamp paper of Rs. 100)****FORMAT FOR MOBILIZATION ADVANCE PAYMENT BANK GUARANTEE**

To,  
The WAPCOS Limited,  
76-C, Sector 18, Institutional Area  
Gurugram, Haryana-122015

In consideration of WAPCOS LTD. (hereinafter referred to as "the Employer") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to \_\_\_\_\_ (Contractor's name) with its Registered /Head Office at \_\_\_\_\_ (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. \_\_\_\_\_ dt. \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for \_\_\_\_\_ (hereinafter called "the contract") and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as an advance against bank guarantee to be furnished by the Contractor.

We, \_\_\_\_\_ (name & address of bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all monies payable by the Contractor to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid at any time upto \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. We further agree that no change in the constitution of the Bank or of the Employer shall affect this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

We the Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated \_\_\_\_\_ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank does hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank does hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you , free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s \_\_\_\_\_ on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

- i) Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
- ii) This bank guarantee shall be valid upto \_\_\_\_\_ and
- iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before \_\_\_\_\_ **(indicate a date twelve months after the validity of the guarantee).**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at.....

**Authorized Signatory of ..... Bank**

**Signature**

**Signature**

**Name.....**

**Name.....**

**Signature Code/ S.S no. ....**

**Signature Code/ S.S no. ....**

**ANNEXURE-IV****(On non-judicial stamp paper of Rs. 100 duly attested by Notary / Magistrate)****FORMAT FOR INDENTURE FOR SECURED ADVANCES**

THIS INDENTURE made the..... day of .....20..... BETWEEN ..... (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the WAPCOS (hereinafter called the WAPCOS which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the WAPCOS that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the WAPCOS has agreed to advance to the Contractor the sum of Rupees ..... on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on .....and the WAPCOS has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees .....on or before the execution of these presents paid to the Contractor by the WAPCOS (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the WAPCOS and declare as follows: -

- (1) That the said sum of Rupees .....so advanced by the WAPCOS to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the WAPCOS as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the WAPCOS against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer ..... Division (hereinafter called the Divisional Officer) and in the term of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.
- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.

- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the WAPCOS of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the WAPCOS will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the WAPCOS shall immediately on the happening of such default be repayable by the Contractor to the WAPCOS together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the WAPCOS in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the WAPCOS to repay and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the WAPCOS of the said sum of Rupees .....and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the WAPCOS may at any time thereafter adopt all or any of the following courses as he may deem best :-
- (a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the WAPCOS on demand.
  - b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the WAPCOS under these presents and pay over the surplus (if any) to the Contractor.
  - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the said Contractor and WAPCOS by the order and under the direction of the WAPCOS have hereunto set their respective hands the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of the Contractor  
WAPCOS**

**For and on behalf of the**

**NAME** \_\_\_\_\_

**Designation** \_\_\_\_\_

**in the presence of witness:**

1 \_\_\_\_\_

2 \_\_\_\_\_

**NAME** \_\_\_\_\_

**Designation** \_\_\_\_\_

**in the presence of Witness**

1 \_\_\_\_\_

2 \_\_\_\_\_

**ANNEXURE-V**

**(To be submitted on non-judicial stamp paper of Rs. 100)**

**FORMAT FOR BANK GUARANTEE OF EMD**

WAPCOS Limited,  
76-C, Sector 18,  
Gurgaon-122015.

WHEREAS, M/s\_\_\_\_\_ having their Registered/Head Office at \_\_\_\_\_ (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ for the \_\_\_\_\_ [hereinafter called "the Bid"] to M/s WAPCOS Limited (hereinafter called the Employer).

KNOW ALL PEOPLE by these presents that we \_\_\_\_\_ (name of the Bank) having our head office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Employer in the sum of \_\_\_\_\_ for which payment well and truly to be made to the Employer, the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of \_\_\_\_\_ 2022.

THE CONDITIONS of this obligation are :

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified;

OR

(2) If the Bidder having been notified of the acceptance of his bid by \_\_\_\_\_ during the period of Bid Validity:

We undertake to pay to the \_\_\_\_\_ up to the above amount upon receipt of his first written demand, without the \_\_\_\_\_ having to substantiate his demand, provided that in his demand the \_\_\_\_\_ will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above mentioned two conditions and specify the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ after the deadline for submission of Bids as is stated in the instructions to Bidders or as it may be extended by the \_\_\_\_\_ notice of which extension(s) to the Bank is hereby waived and notice to the bidder would constitute sufficient notice to the Bank. Any demand in respect of this guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein

- i) liability under this guarantee shall not exceed \_\_\_\_\_.
- ii) This bank guarantee shall be valid upto \_\_\_\_\_ and;
- iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim

or demand in terms of the guarantee on or before \_\_\_\_\_ **(indicate a period of Twelve months after the validity period).**

DATE

SIGNATURE

.....  
(Signature of Witness)

.....

SEAL .....

**ANNEXURE-VI**

**(To be submitted on Contractor's original Letter Head)**

**FORMAT FOR SEEKING EXTENSION OF TIME**

1. Name of Contractor:
2. Name of work:
3. Agreement No. and Date:
4. Date of commencement of work as per Agreement:
5. Period and Stipulated date of completion as per Agreement:
6. Period for which extension of time already given:

Extension	Period	Reasons Stated earlier for seeking EoT
(a) 1 <sup>st</sup> extension		
(b) 2 <sup>nd</sup> extension		
(c) 3 <sup>rd</sup> extension		
(d) 4 <sup>th</sup> extension		
(e) 5 <sup>th</sup> extension		

9) Reasons for present extension

10) Period for which extension is applied for

It is understood that we will not claim any additional cost due to above extension of time and also understand that WAPCOS have rights to act in accordance with provisions in relevant clauses of Contract Agreement.

Dated.....

**Contractor's Signature and Stamp**

**Annexure – VII**

**(On Rs. 100 non- Judicial Stamp Paper duly attested by Notary / Magistrate and will be signed by the person who sign the Original Agreement)**

**FORMAT FOR GUARANTEE BONDS**

**To Be Executed by Contractor for, Removal of Defects after completion of work**

This Supplementary Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between (Name of Contractor firm & address) \_\_\_\_\_ (hereinafter called the CONTRACTOR / GUARANTOR of the one part) and the WAPCOS LIMITED, 5<sup>th</sup> floor, Kailash Building, 26, K. G. Marg, New Delhi (hereinafter called WAPCOS of the other part) for the Work **Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula** in respect of Contract Agreement (hereinafter called the “Original Agreement” signed between .....(Name of Contractor firm) and WAPCOS on..... dated .....), whereby the contractor inter alia, under look to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, manufacturing defects of materials etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, for the minimum life of ten years, to be reckoned from the date of start of Defect Liability Period or Maintenance Period which ever is later, prescribed in the Contract.

The decision of the WAPCOS with regard to nature and cause of defects shall be final. During the period of guarantee the Guarantor shall make good all defects to the satisfaction of the WAPCOS calling upon him to rectify the defects, failing which the work shall be got done by the WAPCOS by some other agencies at the Guarantor's cost and risk. The decision of the WAPCOS as to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to make good all the defects, commits breach thereunder then the guarantor will indemnify the Principal and his successor 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 WAPCOS the decision of the WAPCOS will be final and binding.

IN WITNES WHEREOF those presents have been executed by the GUARANTOR .....(Name and Designation who sign the Original Contract Agreement) on behalf of .....( Name of Contractor Firm) and WAPCOS on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the Contractor

NAME \_\_\_\_\_

Designation \_\_\_\_\_

**in the presence of witness:**

1 \_\_\_\_\_

2 \_\_\_\_\_

For and on behalf of the WAPCOS

NAME \_\_\_\_\_

Designation \_\_\_\_\_

**in the presence of Witness**

1 \_\_\_\_\_

2 \_\_\_\_\_

**ANNEXURE – VIII****SAFETY CODES**

1. Suitable scaffolds should be provided for workers for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to  $1\frac{1}{4}$  horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person
6.
  - (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
  - (b) Safety Measures for digging bore holes:-
    - i. If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

- ii. During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer-in-charge of the work;
  - iii. Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m all round the point of drilling to avoid entry of people;
  - iv. After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
  - v. After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
  - vi. After the borewell is drilled the entire site should be brought to the ground level.
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.
- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - (iii) Those engaged in welding works shall be provided with welder's protective eyeshields.
  - (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
    - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
    - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
    - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
    - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
    - (e) Safety belt with rope should be provided to the workers. While working inside the

manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

- (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-

- (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
- (c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :

- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
- (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

- (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
  - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - (v) Overall shall be worn by working painters during the whole of working period.
  - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
  - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man.
  - (viii) WAPCOS may require, when necessary medical examination of workers.
  - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
  - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

**ANNEXURE – IX****MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS**  
**FOR WORKERS EMPLOYED BY CONTRACTORS****1. APPLICATION**

These rules shall apply to all buildings and construction works in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

**2. DEFINITION**

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

**3. FIRST-AID FACILITIES**

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
  - 1) Solution.
- (ii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary
- (iii) Nothing except the prescribed contents shall be kept in the First-aid box.
- (iv) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (v) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (vi) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (vii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

**4. DRINKING WATER**

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (ii) Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

**5. WASHING FACILITIES**

- (i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

## **6. LATRINES AND URINALS**

- (ii) Latrines shall be provided in every work place on the following scale namely :-
  - (a) Where female are employed, there shall be at least one latrine for every 25 females.
  - (b) Where males are employed, there shall be at least one latrine for every 25 males. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- (iii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iv) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (v) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.  
(b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (vi) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vii) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.  
(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (viii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (ix) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (x) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

## **7. PROVISION OF SHELTER DURING REST**

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sqm (6 sft) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

## **8. CRECHES**

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other

as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b & c.

- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

**9. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.**

**10. AMENDMENTS**

Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

## **ANNEXURE-X**

### **Contractor's Labour Regulations**

#### **1. GENERAL**

These Labour regulations shall be followed by the Contractor.

#### **2. DEFINITIONS**

- (i) Workman means any person employed by contractor directly or indirectly through a subcontractor with or without the knowledge of the WAPCOS to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-
  - (a) Who is employed mainly in a managerial or administrative capacity : or
  - (b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or
  - (c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the Employer/ Principal Employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the Employer/ Principal Employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

(i) No person below the age of 14 years shall be employed to act as a workman.

(ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

(iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

(iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

- 3. (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- (ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- (iii) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
- (iv) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding

- (iv) provided he has worked under the same contractor for a continuous period of not less than 6 days.
- (v) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

#### 4. **DISPLAY OF NOTICE REGARDING WAGES ETC.**

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

#### 5. **PAYMENT OF WAGES**

- (i) The contractor shall fix wage periods in respect of which wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- (vii) All wages shall be paid through Bank or ECS or online transfer.
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- (xi) The contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer- in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:-

#### 6. **FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES**

- i) The wages of a worker shall be paid to him without any deduction of any kind except the following:-
  - a. Fines
  - b. Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - c. Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required

to account, where such damage or loss is directly attributable to his neglect or default.

- d. Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
  - e. Any other deduction which the Central Government may from time to time allow.
- ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.  
Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X
  - iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
  - iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
  - v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
  - vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

## 7. **LABOUR RECORDS**

- i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
- ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
  - a. Full particulars of the labourers who met with accident.
  - b. Rate of Wages.
  - c. Sex
  - d. Age
  - e. Nature of accident and cause of accident.
  - f. Time and date of accident.
  - g. Date and time when admitted in Hospital,
  - h. Date of discharge from the Hospital.
  - i. Period of treatment and result of treatment.
  - j. Percentage of loss of earning capacity and disability as assessed by Medical Officer.
  - k. Claim required to be paid under Workmen's Compensation Act.
  - l. Date of payment of compensation.
  - m. Amount paid with details of the person to whom the same was paid.
  - n. Authority by whom the compensation was assessed.
  - o. Remarks
- v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI) The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)
- vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)

- vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
- viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

**8. ATTENDANCE CARD-CUM-WAGE SLIP**

- i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-VII)
- ii) The card shall be valid for each wage period.
- iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- iv) The card shall remain in possession of the worker during the wage period under reference.
- v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

**9. EMPLOYMENT CARD**

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

**10. SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX)

**11. PRESERVATION OF LABOUR RECORDS**

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Ministry of Urban Development in this behalf.

**12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**

The Labour Officer or any person authorised by Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

**13. REPORT OF LABOUR OFFICER**

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer-in-charge concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Engineer-in-charge after the Competent Authority of WAPCOS has given his decision on such appeal.

- (i) The Engineer-in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer as the case may be.

**14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Engineer-in-charge concerned

within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer-in-charge concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

**15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-
  - a. An officer of a registered trade union of which he is a member.
  - b. An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
  - c. Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-
  - a. An officer of an association of employers of which he is a member.
  - b. An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
  - c. Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

**16. INSPECTION OF BOOKS AND SLIPS**

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf.

**17. SUBMISSIONS OF RETURNS**

The contractor shall submit periodical returns as may be specified from time to time.

**18. AMENDMENTS**

The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Engineer-in-charge concerned shall be final.

**NOTE: APPENDICES** mentioned in above "Contractor's Labour Regulation" will be as per the General Conditions of Contract-2020 – Construction Works of CPWD.

**ANNEXURE – XI**

**NO CLAIM CERTIFICATE**

**Address to :**  
**The Engineer- in-Charge**  
**WAPCOS Ltd.,**

**Sub: Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula,**

**Ref: 1. Work Order no.:-**  
**2. Contract Agreement no.:-**

Sir,

We have submitted -----nos. of bills including final bill total gross amounting for the subjected project of Rs. -----/- (Rupees ----- only).

However, following payment are due with Employer:

1. Balance Net amount (if any) of Rs. -----/- against RA Bill No.-----
2. Balance GST (if any) of Rs. -----/- against RA Bill No.-----
3. Performance Guarantee no. -----dated ----- amounting to Rs.-----  
-----/- issued by -----Bank which will be released by Employer as per tender conditions.
4. Security Deposit amounting to Rs.-----/- which will be released by Employer as per tender conditions

We declare unequivocally that the above payments are full and final amount for execution of subjected works against referred Contract Agreement with WAPCOS. We will not raise any further claim and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and that we shall continue to be bound by the terms and conditions of the Contract Agreement, as regards Performance of the Contract.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**Annexure-XII**

**Form of Integrity Pact**

To  
The Additional Chief Engineer  
WAPCOS Limited, Gurugram  
Sector- 18, Gurugram, Haryana-122015  
**Email:** [rd@wapcos.co.in](mailto:rd@wapcos.co.in)  
**Contact No.** +91124-2399830

**Sub: Tender for Provision of Multimodel Clinical Investigation Assets for Institutional use with allied Civil & MEP Works for National Institute of Ayurveda (NIA), Panchkula,**

Sir,

I/We acknowledge that WAPCOS LIMITED 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 WAPCOS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 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, WAPCOS LIMITED 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)

## INTEGRITY AGREEMENT

[To be submitted on Stamp paper of At least Rs.100]

This Integrity Agreement is made at ..... on this ..... day of ..... 2024

BETWEEN

WAPCOS Limited, New Delhi (Hereinafter referred as the '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 levelling of ground, river channelization at downstream reach of Gotawar dam at village Bastawa Mata, district Jodhpur, Rajasthan (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for levelling of ground, river channelization at downstream reach of Gotawar dam at village Bastawa Mata, district Jodhpur, Rajasthan 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

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

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.

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.

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

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)

It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS 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.

The Bidder(s)/Contractor(s) commits 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:

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.

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.

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.

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.

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose 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.

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

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 WAPCOS interests.

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:

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.

**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.

**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 IPC 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

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.

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/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

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

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 Subcontractors/sub-vendors.

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

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, WAPCOS

#### Article 7: Other Provisions

This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.

Changes and supplements need to be made in writing. Side agreements have not been made.

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.

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.

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 thereof 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/Contact 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:

Date

TENDER NO: **WAP/CMU-II/ NIA Panchkula/Equipment/2025-26/19**

**SECTION – VII**

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**SCOPE OF WORK**

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**SCOPE OF WORK FOR MULTIMODEL CLINICAL INVESTIGATION ASSETS****1. General**

The scope of work covered in this tender shall be as per the Schedule of Quantities, specifications, drawings, instructions, orders issued to the Contractor/Supplier from time to time during the entire period of work. The broad items of work covered are as listed but not limited to the following:

Procurement, Supply, Installation, Testing, Demonstration, Training and Commissioning of Medical Equipment in accordance with specifications/requirements and manufacturer's recommendations at National Institute of Ayurveda (NIA), Panchkula, Haryana including associated works in respect of civil, mechanical, electrical, plumbing works, assistance/input, supervision required for installation of equipment and associated facilities for proper function of the equipment

The contractor shall also be responsible to obtain all statutory and local bodies' approvals, Accreditation, Clearances to occupy and commission the works done by them, if required, preparation of As-Built drawings, preparation of completion report including all repairs, if any, during Warranty/Defect Liability Period as per relevant Clauses of the contract.

The drawings for this work, which may be referred for tendering, provide a general idea only about the work to be performed under the scope of this Contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this Contract. However, the final drawings shall be prepared and submitted to the Engineer-in-Charge for approval by the selected Contractor. The installation of Medical equipment's including its civil, electrical works if any shall be done based on the drawings approved by Engineer-in-Charge. The cost of civil & any other works which are not mentioned in Schedule of Quantities shall be assessed by the bidder before submission of their Bid & included in their quoted rate and nothing extra shall be paid.

**2. Terms and Conditions**

Within 90 days from the date of commencement of work, the equipment shall be supplied and installed at NIA, Panchkula, Haryana, along with the following:

1. Safe transportation, loading, unloading, and shifting of all equipment to the designated site.
2. Proper storage, protection, and handling at site till installation and handing over.
3. Installation of all equipment at designated locations in the hospital/college/hostels as per approved drawings and manufacturer's recommendations.
4. Assembly, alignment, leveling, and anchoring of equipment as required.
5. Provision of necessary connections (water inlet/outlet, drain, electrical etc.) in coordination with other agencies already engaged at site.
6. Carrying out pre-commissioning checks, functional testing, and demonstration of equipment.
7. Ensuring performance parameters meet tender specifications.
8. Test certificates (IQ, PQ, OQ)
9. Calibration of medical equipment as per NABH/AYUSH norms and requisite certificates for all medical equipment (such as Calibration certificate from NABL accredited laboratory/Manufacturer etc.)
10. Standard Operating Procedure of the equipment along with onsite training of end users (nominated officials from NIA/WAPCOS) to operate the equipment, free of cost
11. Demonstration to client representatives and certification of satisfactory working.
12. Up gradation of software if any shall be done free of cost during Warranty/Defect Liability Period
13. Operation & Maintenance manuals along with onsite training of end users (nominated officials from NIA/WAPCOS) for the maintenance of the equipment, free of cost
14. Submission of operation and maintenance manuals, warranty certificates, and as-built documentation.
15. Within one (01) month of the installation of the equipment, training for operating the equipment shall be given to NIA

& WAPCOS officials at Panchkula, Haryana free of cost

16. All the necessary documents (IQ/PP/PQ) and certification to be provided at the time of Installation.
17. Provision of after-sales service and availability of spares for at least 10 years post-handover.
18. Submission of operation and maintenance manuals, warranty certificates, and as-built documentation.

### **3. Reference to the Standard Codes of Practice**

All Standards, Technical Specifications and Codes of practice referred to shall be latest editions including all applicable official amendments and revisions. The Contractor shall make available at site hard copies of all latest editions of relevant codes and specifications of the all equipment.

Wherever Indian Standards do not cover some particular aspects of design/ construction, relevant International Standards shall be referred to. The Contractor shall make available at site such standard codes of practice.

### **Dimensions**

The levels, measurements and other information concerning the existing site as shown on the conceptual / layout drawings are believed to be correct, but the Bidders should verify the same for themselves and also examine the nature of the ground as no claim or allowance whatsoever shall be entertained on account of any errors or omissions and commissions in the levels or strata turning out different from what is shown on the drawings.

### **Period of Completion**

The completion period shall be 90 days from the date of commencement of the work. The completion period is for the entire work of planning, execution, approvals, arrangement of materials, equipment, delivery at site including transportation, construction/ installation, testing, commissioning and handing over of the entire project to the satisfaction of the Engineer-in-charge.

The Warranty/Defect Liability Period of 24 months shall commence from the date of issue of the Taking Over Certificate or Completion Certificate whichever is later. The Warranty/Defect Liability Period shall be provided as per the manufacturer norms or 24 months whichever is more. When the equipment is under Warranty/Defect Liability Period, it shall be the sole responsibility of the Contractor/Supplier to rectify defect of equipment, spare parts, replacement equipment as deemed necessary by the Employer/Owner and install the same without any cost implications to Employer/ Owner.

### **General Notes for Medical Equipment**

1. All equipment shall be **new, ISI/CE/BIS certified as applicable.**
2. Stainless steel used shall be **SS 304 grade.**
3. Equipment to be installed as per **NABH/NCISM/CCIM standards.**
4. Vendor shall provide **installation, calibration, demonstration, and training.**
5. Quantities will be finalized as per **approved drawings/requirements** during execution.

**SECTION – VIII**

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**TENDER DRAWINGS**

**NIL**

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**SECTION – IX**

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**FINANCIAL PROPOSAL**

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**Financial Proposal****Note regarding fill of Financial Proposal on GeM Portal: -**

The Rate up to zero decimal place is to be filled in GeM Portal.

Rates quoted by the Bidder shall include all Materials, Tools & Plant, labour, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, applicable Labour Cess, cost of insurance to this contract, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes /cess as per Government directives shall be deducted from each bill paid to the OEM, from time to time. GST shall be payable on submission of proof of payment. It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by OEM on GST Portal "to avail Input benefit of GST".

The OEM shall issue Tax Invoices to the Employer showing (i) Basic amount (ii) GST amount separately in each bill. It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by OEM on GST Portal "to avail Input benefit of GST".

The company shall be performing all its duties of deduction TDS and other deduction on payment made to the OEM as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

The specification / design of this furniture item will be governed in conjunction with as detailed here in BoQ and Images. The quality and appearance of the furniture shall be as BOQ and Image shown in BOQ. Furniture must be supplied as per specifications with high quality and standards. Any major or minor changes desired in the furniture items as per requirements shall be incorporated without any cost implementation.

The quality of equipment and its appearance, material used, finishing etc. must also be as per the **"Price with GST"** taken in BOQ and corresponding estimated cost of NIT.

The quantity of equipment may decrease/increase at any time as per the request of Client. Any modification required in the supplied items shall be made by supplying agency without any cost implementation. The bidder's quote shall include provision for all requisite civil, electrical, and plumbing items such as gang boxes, switches, sockets, etc., wherever required and incidental to the supply and installation of the equipment.

**Section-X**

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**Technical Specifications and Quantity**

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**SPECIFICATIONS OF THE EQUIPMENT**

<b>ANATOMY EQUIPMENTS</b>				
<b>SR.N</b>	<b>DESCRIPTION OF GOODS</b>	<b>Specifications</b>	<b>Unit</b>	<b>Qty.</b>
1.	Dissection Table (half size)	<b>Technical Specifications :</b> 1. Length 3 ft. 2. Width 4 ft. 3. Height 2 ft. 9 inch 4. Stainless steel grade 304 with a frame made of rugged torsion resistant stainless steel profiles 5. Slope towards center approx. 15mm sloping towards the drain with 2 inch diameter hole and 6 inch SS pipe underneath it. 6. Ring like provision to keep bucket which is attached to foot rest of table. 5 liter stainless steel bucket which fits in the ring.	Nos.	08
2	Dissection Table (full size)	<b>Technical Specification :</b> 1. Length 6 ft. 3 inch 2. Width 2 ft. 6 inch 3. Height 3 ft. 3 inch 4. Stainless steel grade 304 with a frame made of rugged torsion resistant stainless steel profiles 5. Slope towards center approx. 15mm sloping towards the drain with 2 inch diameter hole and 6 inch SS pipe underneath it. 6. Ring like provision to keep bucket which is attached to foot rest of table. 5 liter stainless steel bucket which fits in the ring.	Nos.	08
3	Cadaver Storage Tank (capacity minimum 4 cadavers)	<b>Technical Specification :</b> 1. Storage tank to hold 10 cadavers. 2. Static/movable, durable tank with input and output facility with lid. 3. Size Height 4ft X length 7ft X 6ft breadth.	Nos.	02
4	Dissection Instruments	<b>Technical Specification :</b> 1. Should have minimum 4 dissection scalpels, 1 rackets, 2 medium and large forceps, 1 cartridge knife, 2 retractors with 2 double claws, 1 autopsy/necropsy knife, 2 double tubed insufflators, 1 pair of incision scissors 14.5cm, 2 Olivares stylets, 1 pair of bone shears, 1 pair of bowl scissors, 1 tape, 2 dissection forceps, 1x 2T 6", 8", at least one 100CC test tube, 1 amputation saw, 2 chisel and 1 hammer 2. Certification: CE/ISO 3. Warranty: 1 year	Nos.	02
5	Bone & Meat Cutting Machine	<b>Technical Specification :</b> 1. Useful for preparing specimen of big size in Anatomy & meat Dept. fitted with large table. 2. Specifications :- a) Size of cutting table 850 x 800 mm in 2 parts (one part Sliding for easy movement) b) Size of wheel 455 mm c) Blade length d) Track 1065x 685 mm e) Height 1700 mm	Nos.	02

		<p>f) Meat gauze 3.5mts x 13/12 mm</p> <p>3. The table is made of thick special heavy C.S. Supplied complete with 1 blade,</p> <p>4. Starter, cord, &amp; plug Suitable to work on 220 V single phase 50Hz.</p>		
6	Smart Board	<p>AI Smart Classroom – Interactive Panel (75")</p> <ul style="list-style-type: none"> <li>• Display size (Diagonal): 75"</li> <li>• Display colour: 8 bit-16 million colours or better</li> <li>• Viewing Angle: Horizontal 178 degrees, Vertical 178 degrees or better</li> <li>• Resolution: 3840 X 2160 or higher</li> <li>• Display Backlight &amp; Panel Type: DLED Backlight with IPS Panel.</li> <li>• Aspect Ratio: 16:9 or better</li> <li>• Contrast Ratio: 4000:1 or higher</li> <li>• Brightness: 400 Nits or higher</li> <li>• LED Lifespan: &gt;=35000 Hrs</li> <li>• Touch Response Time: &lt;=2 ms or better</li> <li>• Touch Technology: Optical + IR Touch or better</li> <li>• Multi-Touch Gesture Recognition: Should be able to do Reject Accidental touch of Palm while writing and should be able to understand palm gesture as an eraser. Seamlessly understand writing and erasing, without the need of selecting any tool.</li> <li>• Touch Resolution: 32767 x 32767 or better</li> <li>• Touch Points: 20 Points or Higher</li> <li>• Toughened Glass Thickness: 3mm or Less</li> <li>• Toughened Glass Surface coating Hardness: Anti-Glare &amp; Anti Scratch with Minimum MoHS Level 9H hardness, scratch resistant</li> <li>• Gap Between Glass &amp; Screen: Zero gap with Air bonding</li> <li>• Ports (Minimum): HDMI x 3, VGA x 1, VGA Audio x 1, PC slot x 1, R5232x1, USB 2.0 (shared) x 1, USB 3.0 Type A (shared) x 2, USB 2.0 Type B for Touch x 2 (1 in front and 1 in side), Micro SD card Slot,</li> <li>• Communication port: R145 x 1 Gigabit LAN Port</li> <li>• Speakers: 40 W (20W x 2) speakers or Higher</li> <li>• Built-in Wi-fi: Should have inbuilt Dual band Wi-fi (2.4 &amp; 5.0 GHz)</li> <li>• Built-in Hotspot: Should have Inbuilt Hotspot with internet sharing across the connected devices</li> <li>• Built-in Bluetooth: Should have inbuilt Bluetooth version 5.0 or latest</li> <li>• Stylus Should have minimum 2 Nos of Stylus</li> <li>• Remote control: Should have remote control to operate the Interactive display</li> <li>• Secure Lock: must have built in biometric Sensor for lock/unlock.</li> </ul> <p>Processor Spec: Either built-in Octa core Or OPS</p> <ul style="list-style-type: none"> <li>o CPU: Octa Core ARM Cortex™ /</li> <li>o GPU: Mali G52 MC1</li> <li>o Memory: 8 GB DDR3/DDR4 or Higher</li> <li>o Storage: 128 GB or Higher and expandable.</li> <li>o OS: Android 14 or Better</li> </ul> <p>OPS Spec (Optional)</p> <ul style="list-style-type: none"> <li>• Spec: Core i5 (latest Gen), 8GB DDR4, SSD 256 GB</li> <li>• USB20 x 2, USB3.0 x 4, MIC * 1, LINE OUT * 1, R/45 x 1, VGA x 1, HDMI x 2</li> <li>• OPS Should be from Same OEM of IFPD</li> <li>• OPS: Should have BIS from same OEM of IFP.</li> <li>• Software: Built whiteboard software for teaching using must have integrated AI Based content Creation Tool:</li> </ul>	Nos.	01

	<ul style="list-style-type: none"> <li>o AI Lesson Plan Generator as per NEP Guidelines.</li> <li>o AI Document Summariser: Summarise, any online video, document, and image.</li> <li>o AI Quiz Generator: Generate Quiz to any relevant tool,</li> <li>o AI Image Generator: Generate Image using any text as description or draw a rough sketch to generate.</li> <li>o AI based mathematics Equation Solve and Explain all the steps to solve.</li> <li>o AI Chemical Equation solver and explain.</li> <li>o AI based Circle to search, draw a quick circle on any part of image to generate key concepts related to that part of image.</li> <li>o Complete access to NCERT books (indexed Class wise, Subject wise, &amp; Chapter wise)</li> <li>o AI Based Chat with Document. gives, a detailed insights, Summary, Quiz, and explanation on any topic.</li> <li>• Writing Tools: (Pen, thickness of pen, colours of pen, Pixels eraser and Region eraser, Shapes (Circle, Triangle, Rectangle, arrows),</li> <li>• Presentation Tools: Screen Curtain, Spotlight, Presentation mode (to show minimum tools)</li> <li>• Productivity Tools: Multi-Media import, (Docs, sheets, PDF, slides), Stopwatch &amp; Document Scanner, Snipping tool</li> <li>• STEM Tools 3D Lab: Built in Interactive 3D Lab, for Explaining Science Concept.</li> <li>• Simulation Lab: Built in interactive virtual Simulation Lab for showing Science experiments,</li> <li>• Maths Tools: Protractor, Ruler and compass, 3D Shapes, Math Recognition for solving equations and formulas,</li> <li>• Infinite canvas with multi writing and palm erasing gesture support</li> <li>• Background Tools: Grid, Lines, White board multiple colours, and use picture, shape),</li> <li>• Edit: Redo/Undo, Next/Previous, Select &amp; Drag option, Switching between single touch and multiple touch,</li> <li>• Hybrid Class &amp; Remote Class: Live Virtual Teaching using Audio &amp; Video, integrated inside whiteboard, Conduct live chat, polling during live class. Take Student attendance for remote &amp; in class students., Teacher can Control, enable &amp; disable Audio and video of remote students, Live Multi Student Collaboration with Live cursor tracking, Teacher Can manage &amp; control Writing permissions for students</li> <li>• Wireless File Receiving &amp; Sharing: Receive files wirelessly from mobile, Laptop and must be able to share Lesson as Pdf via QR Code or global access code</li> <li>• Interactive software of the Interactive Display should detect the Visual Presenter/ Visualiser and should be able to annotate on the image captured by the Visual Presenter/</li> <li>• AI based Voice Notes.: Transcript lecture notes, Lecture Summariser, and key insights from Lecture.</li> </ul> <p><b>Others :</b></p> <ul style="list-style-type: none"> <li>• Interactive display should allow user to share/mirror the content of Laptop/Desktop (Windows &amp; MacOS) and mobile device (Android &amp; iOS) wirelessly and</li> <li>• Must Support up to 4 Multiple screens at same time with casting app</li> <li>• Must have Native Support for Airplay &amp; Miracast without installing any casting on client device App</li> <li>• YouTube: Should have Built in YouTube application and should support up to 4K resolution.</li> </ul>		
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		<ul style="list-style-type: none"> <li>• Multiple controlling menu: Should have Multi Controlling menu including Side menu, floating menu and pull up menu.</li> <li>• Blue light Filter for Eye Protection, with Dedicated physical button in front.</li> <li>• Panel Certificates: BIS (From OEM owned Production Facility in India), RoHS, CE, FCC, STQC (from ETDC/ERTL Labs).</li> </ul>		
7	Dissection Demonstration Unit with shadowless focus light & High resolution close circuit camera	<ul style="list-style-type: none"> <li>• Table Top Stainless steel, Type 304, Satin Finish. Should have dissecting area and sink.</li> <li>• Dissecting Area should have Grid Plates</li> <li>• Sink should have Hydro-aspirator with reverse flow features and should have hot/cold water fixtures with wrist blade handles and gooseneck.</li> <li>• Vacuum Breaker.</li> <li>• Faucets should have sink rinse with hose fittings and hose hanger.</li> <li>• Table Pedestal Stainless steel, Type 304, satin finish Pedestal Type.</li> <li>• Ventilation : Down draft ventilation system.</li> <li>• Electrical receptables: GFCI Type 220-240 volts, AC 50 Hz.</li> <li>• Disposer Unit should have Solenoid valve, vacuum breaker with off/on switch control and internal overload protector 1/2 to 3/4 HP motor.</li> <li>• Dimensions: 250-260 cm (Length) x 75-80 cm (Width) x 80-100 cm (Height)</li> <li>• Polyurethane Head Rest: Must be able to support neck while dissection.</li> <li>• Stainless Steel Centimeter Scale: Must be engraved type.</li> <li>• Scale Support Socket: Must be able to hold the scale support bar steadily.</li> <li>• Scale support Bar: Must be able to hold the dial type weighing scale.</li> <li>• Weighing Scale: Dial Type: Must measure upto 5 kg.</li> <li>• Polyurethane Dissecting Board: 2 feet x 1 1/2 feet x 3/4 inch, grained surface, white.</li> <li>• Power Supply: power input to be 220-240 VAC, 50 Hz fitted with Indian plug.</li> <li>• Standards, Safety and Training :</li> <li>• Should be European CE or US FDA approved product.</li> <li>• Manufacturer should ISO certification for quality standards.</li> </ul> <ul style="list-style-type: none"> <li>• Light Source High-efficiency LED</li> <li>• Illumination Intensity <math>\geq 160,000</math> lux at 1 meter</li> <li>• Intensity Control Continuous dimming (10–100%)</li> <li>• Color Temperature 4,000 – 5,000 K</li> <li>• Color Rendering Index (CRI) <math>\geq 95</math></li> <li>• Light Field Diameter Adjustable, 120–280 mm</li> <li>• Depth of Illumination <math>\geq 120</math> mm</li> <li>• Shadow Dilution Multi-LED array providing &lt; 5% shadow effect</li> <li>• Heat Radiation Negligible (Cool light)</li> <li>• Focus Adjustment Manual / electronic</li> <li>• Multi-lens optical system for homogeneous illumination</li> <li>• Anti-glare, UV &amp; IR filtered light output</li> <li>• Removable, sterilizable handle (autoclavable)</li> <li>• Ceiling / wall / mobile stand mounting option</li> <li>• Smooth articulated arms with electromagnetic locking</li> <li>• Camera Type</li> <li>• Built-in medical-grade camera mounted centrally in the light head</li> <li>• Dust-free sealed housing</li> </ul>	Nos.	01

8	Disinfecting Machine	<b>Technical Specification :</b> 1. Aerosol Disinfector compact model, ideally suited for fumigation decontamination of Operation Theatres, Wards in Hospitals & Nursing Homes, Pharmaceutical Labs & Production units, Animal Houses, poultry sheds, Hatcheries & Egg storages, Silk worm breeding houses in Sericulture Industries. 2. Instantly converts liquid Formalin or ready to use disinfectant solution into true aerosol particles. 3. Due to high aerodynamic stability the disinfectant solution droplets remain suspended in the atmosphere for longer duration and because of penetrating properly ensure nearly 100% sterile germ free and Zero - Bacteria environment. Eliminates the cumbersome process involved in the conventional method of fumigation. 4. Can be easily operated even by a ward-boy. A single 'MULTIPUR' unit can sterilize 250 cu. mtrs about 3000 cu.ft in just 30–60 minutes. 5. Suitable to work on 220 V, single phase, 50 Hz, AC supply. 6. Made of stainless steel body. 7. Trough Capacity : 3.0 litre	Nos.	01
9	Body Mortuary Cabinet with capacity of 2 Bodies	<b>Technical Specifications :</b> 1. Mortuary cabinet would be single compartment and have 2 cadaver storage facility and would have hinged door with locking arrangement. 2. Inner surface made of stainless steel 304 panel with insulation, in between inner & outer panel, made of PUF (CFC Free) Density 40 kg/m3. 3. Exterior surface chemically coated, antirust coated with powder-coated paint on Galvanized Iron Sheet. 4. Front door with stainless steel SS 304 Grade with provision for numbering & tag on each door. 5. Temperature would be maintained between 2 degree C to 5 degree C. 6. Refrigerator of entire compartment would be controlled and temperature can be adjustable, LED/LCD Display. 7. Would have stabilizer backup to control voltage fluctuation. 8. Foamed Panels Insulation thickness of panel not less than 60 mm. 9. One piece stainless steel tray for keeping cadaver. 10. The carriage consists of three piece assembly which consists of stationary frame a lower Carriage and an upper carriage. The Lower and upper carriage assembly is riding on wheels and tracks that allow easy telescopic action. The complete assembly is locked when returned to closed position. 11. Defrosting Automatic type. 12. Would be hermetically sealed with forced Air Circulation. 13. Would have Alarm system & Internal Lighting. 14. Installation will be done by us free of cost including all parts like wires, tubes/pipe, joints & attachments, small fixtures etc. 15. Equipment model should be CE/US FDA Certified and WHO GMP Compliance.	Nos.	02
10	Tissue Embedding Station	<b>Technical Specification :</b> Should be in 3 part modular system with separate fully programmable automatic On/Off control for each of them. <b>I. Paraffin Dispensing Unit</b>	Nos.	01

		<ol style="list-style-type: none"> <li>1. Capacity of Paraffin Tank : should be minimum 3-5 litres.</li> <li>2. Capacity of Thermal Chambers for storage of moulds : min 1.8 liters</li> <li>3. Temp. range of Paraffin tank: 50-70 degree C</li> <li>4. Temp. range of Thermal Chamber: 50- 70 degree C</li> <li>5. Temp. range of Hot plates &amp; forceps wells: 50-70 degree C</li> <li>6. Should have connection for electrically heated forceps</li> <li>7. Should have six heated wells for normal forceps, 3 on either side of the wax dispensing line.</li> <li>8. Should have precisely metered and adjustable gravity feed paraffin dispenser to deliver the right amount of paraffin.</li> <li>9. Should have both finger touch plate and foot switch for control of paraffin flow.</li> <li>10. Should have large warm working surface on either side for min. 10 cassettes on each side.</li> <li>11. Should have dot matrix 7 segment display.</li> <li>12. Should have a Magnifying lens adjustable in any position, large.</li> <li>13. Cold spot &amp; illumination for specimen orientation.</li> <li>14. Unit should be CE/FDA approved</li> </ol> <p><b>II. Cold Console</b></p> <ol style="list-style-type: none"> <li>1. Capacity of freezing up to 60 blocks at a time.</li> <li>2. Temp. range of cold plate: 0-12°C, adjustable in steps of 1°C.</li> <li>3. Compressor to be extra quite to reduce noise fatigue.</li> <li>4. Cold console can work independently without switch –on dispensing console</li> <li>5. The system should work on 220-240 V, 50 Hz. Should use CFC free gas and manufacturer must have ISO certification.</li> <li>6. To be supplied with 1000 Nos. Plastic Embedding Rings for making paraffin blocks.</li> </ol>		
11	Stand alone Cold Plate	<p><b>Technical Specification :</b></p> <ol style="list-style-type: none"> <li>1. Should be an independent cooling plate with temperature range from ambient to -12 degree C.</li> <li>2. Should be able to use as independent or with Tissue Embedding Station.</li> <li>3. Should have digital display of temperature.</li> <li>4. Capacity to keep atleast 60 blocks at a time.</li> <li>5. It should have environment friendly refrigerant.</li> <li>6. Should be compact table top system.</li> <li>7. Cold plate area to accommodate 60-80 regular size paraffin block.</li> <li>8. Should be European CE/US FDA</li> </ol>	Nos.	01
12	Rotary Microtome with regular and disposable knife attachments, disposable knife set	<p><b>Technical Specification :</b></p> <ol style="list-style-type: none"> <li>1. Semi-Automatic Rotary Microtome along with manual operation having microprocessor controlled panel, ergonomic table top compact equipment.</li> <li>2. Precision Machine suitable for both delicate as well as hard tissue sectioning.</li> <li>3. Mechanical automated feeding system with stop function to allow the specimen in a defined feed position.</li> <li>4. Integrated lockable hand wheel capable of being locked in any desired position. Adjustable hand wheel balance system.</li> <li>5. Coarse-feed wheel to support fatigue-free sectioning.</li> <li>6. Vertical stroke-minimum of 55 mm, and maximum of 70 mm.</li> <li>7. Specimen orientation system with calibrated control-XY-Axes : 8 degree and Z axes – 360 degree.</li> <li>8. Minimum horizontal specimen advance of 25 mm.</li> </ol>	Nos.	01

		<p>9. Locking system to lock in any position.</p> <p>10. Should facilitate specimen size upto 50x50 mm with standard object clamp.</p> <p>11. Stable blade holder to ensure that no vibrations occur while sectioning.</p> <p>12. Specimen retraction of varying microns, should occur in return stroke facility.</p> <p>13. Section thickness via precision stepping motor from 0.5 to 100 microns.</p> <p>14. Trimming thickness up to minimum 100 microns onwards with provision of step trimming.</p> <p>15. Specious removable section waste tray for easy cleaning.</p> <p>16. Universal knife holder base and knife holders for both high and low profile disposable blades.</p> <p>17. Control panel with LED digital display of section thickness, trimming thickness and cutting strokes.</p> <p>18. Spare low and high profile blades in dispenser packs of 50 blades : 1 packets each.</p> <p>19. Microtome lubricant oil – 1 bottle.</p> <p>20 . Standard tools and accessories required for the working of the equipment.</p> <p>21. The system should be CE/US FDA approved Model, 230V, 50 Hz, with Indian power plugs.</p> <p>22. Should be supplied with 25 boxes each of low profile and high profile (1 box should have 50 blades)</p>		
13	Automated Slide Staining Machine (40 Station)	<p><b>Technical Specification :</b></p> <p>1. Stable Ergonomically compact design</p> <p>2. Metal housing with stainless steel lining.</p> <p>3. Number of station should be 44/40 stations</p> <p>4. Bench unit with programmable microprocessor control and at least 10" LCD display and touch screen/keyboard in external operating console.</p> <p>5. Silent electro-mechanical motors for agitation and transport of slide carrier.</p> <p>6. Transportation arm on X, Y and Z axes for positioning the slide carriers.</p> <p>7. Divided transparent methacrylate/acrylic cover over the entire working area to protect the user against hazardous vapours.</p> <p>8. Integrated fume hood with active carbon filter and preset timer with count-down function to monitor the filter change interval.</p> <p>9. At least 30 reagent stations each with up to 300-400 ml capacity.</p> <p>10. Should have 4 loading, unloading stations.</p> <p>11. Drying station with temperature control up to +65-degree C.</p> <p>12. Would run H &amp; E and Papanicolaou or other special terms simultaneously with advanced optimization software.</p> <p>13. Should be able to run 12 parallel functional staining programs.</p> <p>14. Should be able to allocate a specific protocol to each load station for quick and error free slide loading.</p> <p>15. Slide capacity of carrier up to 30 slides per carrier in vertical position.</p> <p>16. Slide Throughput : 200-600 slides/hour.</p> <p>17. Electronic components separated from humid working areas.</p> <p>18. Agitation for slide carrier.</p> <p>19. Microprocessor control of immersion time (0 sec.-99 min. 59 sec.) for each station.</p> <p>20. Permanent memory capacity for up to 40 different programs.</p> <p>21. Simple to operate external control panel with touch screen at least 10" LCD display.</p> <p>22. Indication of date, time, remaining time in process step, step number and reagent description.</p>	Nos.	01

		23. Optical and acoustic alarm during power failure and program end. 24. System should have facility for Remote support. 25. Manual basket removal during power failure. 26. Printer/USB connection 27. Equipment should be CE (European) and FDA approved. 28. Equipment should be ISO 9001 and ISO 13485 certified. 29. Should have inbuilt battery backup up to 30 min./1 hour. 30. Equipment should be supplied with : a) 38 reagent containers. b) 4 Rinsing container c) 1 Pressure resistant water inlet tube d) 1 Draining hose e) Connecting clamps f) Slide carrier for 70 glass slides g) 1 Active charcoal filter h) Power cord i) Replacement fuses j) Instruction manual.		
14	Automated Tissue Processor	<b>Technical Specification :</b> 1. Should be Floor Standing Vacuum Automatic Tissue Processor. 2. Overall dimensions (DxWxH) : 700 x 600 x 1050 cm approx. 3. Weight : 150-200 Kg. approx. 4. Reagent reservoirs : Ten, max. 3 litres (processing : 3 L) 5. Paraffin reservoirs : Four, max. 3 litres (processing : 3 L) 6. Cleaning reservoir : 2 Nos. 7. Processing capacity : 250-300 cassettes. 8. Fume Control : Disposable carbon filter. 9. Program memory : 20 processing programs. Standard (upto 100 can be provided additionally) 10. User-defined names : 20 programs names with 50 solution names. 11. Process time : 0 to 99 hr, 59 min. in 1 min. increments each station. 12. Processing delay : Number of days and actual end-time , auto calculation. 13. Temperature Reagent : 30°C to 50°C, or ambient. 14. Paraffin : 45°C to 70°C. 15. Pressure/Vacuum/Ambient : On/Off 16. Pump-In/Pump-out mixing : slow/fast/off. 17. Paraffin cleaning : should have option for paraffin cleaning. 18. Clean cycle : standard company pre program cycle mandatory after each processing. 19. Carry-over protection : Lines automatically blown dry following pumping. 20. Should have Automatic Reagent Management System. 21. Password protection : Two-level (one Manager and one user password) 22. Should have inbuilt power backup system for at least 30 min./1 hour. 23. Should have Solvent Resistant LCD touch screen for programming & operation. 24. Should be able to run rapid protocol. 25. Should be fully enclosed to minimize the evaporation of reagents during processing & storage. 26. Company should supply the following accessories with the machine :- i) Spare 5 Reagent Bottles.	Nos.	01

		ii) Regular Cassettes – 5000 Nos., Biopsy Cassettes – 5000 Nos. 27. Should have option for Remote fill and drain feature. 28. Should have Remote service for real time application and service support. 29. Should be able to run rapid biopsies' during the day for fast processing. 30. Possibility of interrupt an automatic process for reloading or removing cassettes. 31. Auto restart function. 32. Should be able to check low reagent levels & poor bottle connection before start of programme. 33. Magnetic stirrer or bubbling technology or through pressure vacuum pump in pump out should be used in the retort for continuous agitation to maintain the temperature equilibrium which in turn maximizes the fluid/tissue exchange ratios. 34. Unit should be CE/USFDA approved		
15	Cryostat Microtome	<b>Technical Specification :</b> 1. Open-top Cryostat 2. The unit can be moved by means of steering castors with locking screws. 3. UV C light surface disinfection. 4. Large cooling chamber with plain surfaces and draining system, easy to clean and disinfect. 5. Cryo-chamber temperature variable from +5°C down to -35 °C. 6. Sufficient storage space inside the cooling chamber with removable section waste trays and brush shelf. 7. Electronic control via touchpad keyboard for rapid selection and adjustment of functions, including 10 to 12 minutes specimen fast freeze function. 8. Programmable "Memory function" for fast and automatic retrieval of a pre-stored start position of sectioning. 9. Automatic 24-h-defroster with interrupt key. 10. Freezing bar with stations down to -35 °C for storage of specimen chucks. 11. Heated sliding window. 12. Florescent lamp illumination of cryo-chamber with separate on/off switch. 13. Rotary microtome with reliable stepper motor technology for reproducible thickness. 14. Section thickness setting from 1 to 100µm split into fine section thickness and trimming thickness range. – Fine section range from 1 to 20µm – Trim section range from 10 to 50 µm 15. Motorized coarse and fine feed via stepping motor. 16. LED –display of section counter, sum of section thicknesses and remaining travel to front end position.	Nos.	02
16	Dissection Microscope	<b>Technical Specification :</b> Simple microscopes with lens of 10X. Strong clips on the stage with standard specifications apply.	Nos.	02
17	Virtual Dissecting Table 99"	<b>Technical Specification :</b> 1. Provide two complete human anatomical persons, one male and one female, and divide the human body into 11 human body organ systems, which are Reproductive system, Respiratory system, Lymphatic system, Cardiac system, Urinary system, Nervous system, Muscular system, Skeletal system, Digestive system, Skin system, Endocrine system.	Nos.	01

		<p>2. Each human body male and female whole-body anatomical model data consists of no less than 2000, all of which can be disassembled to control the anatomical structure and composition.</p> <p>3. Cutting tool to perform the dissection of the virtual human cadaver. Ability to perform dissection with layer by layer.</p> <p>4. Ability to change the color of the specific body part, make annotation being it free hand or text, take the screenshot or make the video of the whole class session by recording the screen itself.</p> <p>5. Atlas feature available to search for a specific body part and displayed on the X-Ray of the Virtual Human Cadaver with Annotations.</p> <p>6. Animation of the pumping heart with the blood flow and ability to have the view in Sagittal, Coronal and Transverse Plane.</p> <p>7. Anatomical models, including head, chest, abdomen, back, pelvis, shoulders, arms, elbows, forearms, wrists, palms, thighs, knees, legs, ankles, and soles, a total of 16 groups of high-definition 3D human anatomy.</p> <p>8. Three-axis view of human anatomy, which means 3D, sagittal plane (X), transverse plane (Y), coronal plane (Z), which is convenient for viewing the current axis, and the depth of the slice can be adjusted by dragging adjustable from 0% to 100%.</p> <p>9. X-ray system, under any 11 organs, you can observe the relative position of the X-ray to the human body, and adjust the value from 0% to 100% to deepen or dilute the X-ray picture, which is convenient for teaching and explaining the position of the human body.</p> <p>10. Pre-Installed quizzes with more than 8000 questions and chance to design the quizzes according to the user's requirement.</p> <p>11. Virtual Endoscope to navigate through the hollow organs of the virtual human cadaver with 108 real endoscopic videos.</p> <p>12. Radiological viewer with the ability to connect to the PACS of the hospital.</p> <p>13. Import all kinds of DICOM data including the BCD format.</p> <p>14. 400 pre-installed real case examples for the pre-surgical planning for the educational purpose only with the appropriate radiological measurement tools and also pre-surgical planning instrument</p> <p>15. Ability to re-construct the 2D DICOM data to 3D format in less than 15 seconds with the algorithm for auto-segmentation for better understanding.</p> <p>16. Histopathology Atlas with more than 350 real case examples separated in respective areas.</p> <p>17. The image format is ultra-high definition of 20,000 x 20,000 pixels.</p> <p>18. Image reading format: supports *.svs, *.jpg, *.png, *.tif, *.bmp and other image format files. Video reading format: supports *.mkv, *.mp4, *.avi, *.mov and other video format files.</p> <p>19. The images can be digitally amplified to up to maximum of 20X.</p> <p>20. The image enhancement tool bar like brightness, contrast, sharpness, etc.</p> <p>21. 99 inches UHD display with 3840 x 1080 pixels with the ability to convert from horizontal to vertical position.</p> <p>22. Intel i9, 32GB RAM, 8TB HDD with 1TB SSD.</p> <p>23. System for digital image communication of Radiology should be USFDA registered and should be visible on website.</p>		
18	Medical Refrigerator 520L	<p><b>Technical Specification :</b></p> <p>1. Capacity : 520 L</p> <p>2. Temperature : 2-8 degree C</p> <p>3. Inner &amp; outer stainless steel</p>	Nos.	01

		4. Preferably roller or caster mounted 5. Adjustable shelves. 6. Battery backup for display and alarms 7. Durable rust free exterior made of SS 304 8. Durable interior made of SS 304 9. Control panel with temperature alarm, on/off switch and digital thermometer. 10. Interior lighting auto or manual defrosting arrangement. 11. Adequate circulation of air to ensure even cooling. 12. Door with lock 13. Control panel with temperature alarm ON/OFF switch with power on indicator, digital thermometer, temperature display. 14. Electronic automatic temperature control. 15. Operable at 220V, 50 Hz single phase AC supply. 16. Compressor unit to be hermetically sealed with guarantee for at least five years 17. Availability of spares / disposables for at least 10 years 18. CE/ISI mark or other equivalent quality certification. 19. All electrical peripherals required for smoothest functioning e.g. voltage stabilizer provided with the equipment.		
19	Table Top Centrifuge	<b>Technical Specification :</b> 1. Table Top, AC, 50HZ 2. With swing out rotor. 3. Adapters 4 Nos. to hold universal containers; and hermetically sealed caps 4 Nos. with windshield, and 'o' ring for full aerosol containment, safety interlocked lid. 4. Biosafety features incorporated. (i) Max. Speed: 6,000 rpm (ii) Max. RCF : 6,240 x g (iii) Max. Capacity: 4 x 400 ml (iv) Run Time: 1–99 minus, Continuous operation. (v) Voltage : 230 V, 50 Hz (vi) Programme Memory : Values last entered remain in memory. Data saved if power is interrupted, 1.0 non-refrigerated, maximum capacity 4 x 400 ml to hold McCartney bottles (universal containers). 5. Other Technical details (i) SWING-OUT ROTOR: 1 No. (ii) Max. Speed: 4,000 rpm (iii) Max. RCF: 3,345 x g (iv) Max. Capacity: 4 x 400 ml (v) Round Bucket 400ml for adapter inclusive of Polypropylene bottle 4 Nos. Sealing cap for round bucket : 4 Nos. (vi) Each 400ml adapter should hold at least 4 McCartney bottles (universal containers) of size length 82 mm, diameter of the bottom 28.2 mm, volume 28 ml. (vii) Adaptor : 4 x 50 ml - 4 Nos.	Nos.	01

20	Deep Freezer (-20°C)	<b>Technical Specification :</b> 1. Digital temperature Controller 2. Capacity : 350L 3. Max. shelf Weight: 120lbs/65 kg or more, Refrigeration HP : Two 1.25 HP each, Voltage : 230V, 50/60 Hz. 4. Heavy gauge, cold rolled steel cabinets with a powder coat paint finish for a uniform exterior that resists chipping and rust, 5" (12.7 cm) 5. Foamed-in-place polyurethane insulation, 6. Suitable voltage stabilizer to be supplied to support the instrument. 7. Should be Horizontal	Nos.	01
21	Hot Air Oven	<b>Technical Specification :</b> 1. Capacity - 90 litres 2. Shelves - Stainless steel construction: 3 in number, must have pilot light on shelves 3. Temperature range : 50° C to 250°C. Built in thermometer 4. Walls (three layered) - Outer covered with stainless steel, Inner two walls made of stainless steel with glass wool insulation in between of minimum 15mm thickness. 5. Size - Approximately 18" X 18" X 18" 6. Controls - Thermostat control, Digital display, Rotary control 7. Heating element - Stainless steel. U shaped 8. Air circulation fan must be present 9. Power cord must be of acceptable durability, quality, length and current carrying capacity and should be compatible with Indian standard power socket 10. Electrical rating Unit should function with 200-230Vac, 50/60 Hz input power supply 11. Certification should have safety certificate from a competent authority CE / FDA (US) and ISI Mark.	Nos.	01
22	Hot Water Bath	<b>Technical Specification :</b> 1. Stainless Steel, insulated double walled, inner wall of stainless steel. 2. Control from ambient to 85-90°C ( $\Delta 0.50$ ) complete with immersion heater, aluminium/SS cover, brass drain cock, 220-240 volts AC, 50Hz., Dimensions : outside:- (approx.) 36 x 41 x 25 cms; inside:- (approx.) 27 x 30 x 15 cms. 3. Capacity not given because the dimensions specified are required for the proper functioning of the water bath in the Laboratory for optimum utilization of the space. 4. Power : (approx.) 480W; Digital microprocessor display to set temp. point preventing thermal runaway. 5. Seamless reservoir with no welds to leak or rust, see through cover is hinged and removable, and steeply gabled to accept taller samples. 6. IEC-61010 approved and ISI Mark. 7. Equipment quoted should comply with Indian Standards Institutions Guidelines or any other National or International Guidelines. 8. Voltage regulator of appropriate rating to be included to cope with 160- 260 V.	Nos.	01

23	pH Meter	<b>Technical Specification :</b> With alpha numeric LCD display showing pH, mV, temperature, having auto temperature compensation, 2 point calibration. 1. Range : 0-14pH 2. Resolution : 0.01pH 3. Accuracy : $\pm 0.01\text{pH} \pm 1$ digit 4. Temperature Compensation : 0-100oC automatic with PT-100 5. Calibration : Auto as well as manual 6. mV Range : -2000mV to +2000mV 7. mV Resolution : 1mV 8. mV Accuracy : $\pm 0.1\%$ of range $\pm 1$ digit 9. Calibration : Two point manual, Sensor PT-100 Probe 10. Data Entry: By soft touch keys with audible sound 11. Storage :30 samples 12. Functions : pH & Temperature simultaneously 13. Display : 16 Characters x 2 lines alpha numeric LCD 14. Power supply : 230 V $\pm 10\%$ , 50 Hz Ac (12 V Battery optional) Supplied complete with pH electrode, Dust cover, Buffer solution, Electrode stand, Temp probe, Instruction manual	Nos.	02
24	Weighing Balance	<b>Technical Specification :</b> 1. High resolution upto 30,000 Counts. 2. Easy to read (0.56") bright RED LED/LCD display. 3. Built-in rechargeable battery for continuous use. 4. Piece counting function available 5. Environmentally protected load cell. 6. Rust proof stainless steel platter. 7. Auto Calibration 8. Stainless steel Platter & Body <b>Display :</b> 0.56" Bright RED LED/LCD display. <b>Application :</b> 1. Engineering Industry 2. Ginning Industry 3. Grain Industry 4. Laboratory Industry 5. Chemical Industry 6. Pharma Industry & others Capacity : 3 kg. Readability : 0.1 gm Pan size (mm) : 250mm x 210mm Power supply : AC 230V $\pm 10\%$ 50-60 Hz	Nos.	01
25	Slide Storage Rack	<b>Technical Specification :</b> Slide rack to keep slides in vertical position before and after mounting. Made of anodized aluminum.	Nos.	05
26	Block Cabinet	<b>Technical Specification :</b> 1. Capacity-6000 block (3000 blocks in each cabinet) 2. Block storage should be in vertical manner. 3. Aluminium tray anodized for slide storage. 4. Removable slide tray. 5. Modular and made up to stainless steel outer casing to protect from dust.	Nos.	01

		6. Corrosion protected surface for long term use. 7. Door opening facility with handle on the front panel with provision for Locking 8. Structure should be on wheel for easy movement. 9. Fitted with index card holder . 10. Cabinet is fitted with lock and key to ensure safety.		
27	Slide Cabinet	<b>Technical Specification :</b> 1. Capacity- 25000 slides 2. Slide storage (75 x 25mm glass micro slides) should be in vertical manner. 3. Mild Steel tray for slide storage. 4. Removable slide tray. 5. Modular and made up to stainless steel outer casing to protect from dust. 6. Corrosion protected surface for long term use. 7. Door opening facility with handle on the front panel with provision for Locking. 8. structure should be on wheel for easy movement. 9. Fitted with index card holder . 10. Cabinet is fitted with lock and key to ensure safety.	Nos.	01
28	Tissue Floation Bath	<b>Technical Specification :</b> 1. Tissue Floation Bath is ideal for tissue culture, enzyme reactions fermentations tissue section processing etc. 2. Micro Processor based Digital Temperature Controller. 3. Inner chamber is rectangular in construction & made of seamless (Die pressed) for easy cleaning. 4. The jet black surface with scratch-proof coating provides better contrast to identify sections and an easy to clean gray surface. 5. Removable glass container. 6. The broad oversized rim of the water bath allows convenient storage for microscope slides. 7. Rounded inner corners allows it to be cleaned easily and efficiently. 8. Embedded heater element plate. 9. Should also have Slide Warmer on the top of machine. 10. Slide Warmer should be such that slide can be take out without disturbing the other. 11. Temperature for Slide Warmer & Tissue Floation Bath can be controlled separately. 12. Temperature for Slide Warmer & Tissue Floation Bath can be controlled separately. 13. It should have White LED light inside floatation bath so that tissue can be seen while floating. 14. Temperature selectable between ambient to 90°C. 15. Temperature is controlled by capillary type thermostat, from ambient to 900C with an accuracy of $\pm 10^{\circ}\text{C}$ . 16. Overheating protection system. 17. LED illuminated black background with transparent glass dish allows specimen to be easily seen. 18. LED display for programmed and tempecaitye display and visual indication in case of temperature exceeds above 45°C. 19. High grade insulation. 20. Membrane keyboard is resistive to water and paraffin contamination and is easily cleanable. 21. The Tissue Flotation Bath is supplied complete with pilot light, cord and plug.	Nos.	01

		22. Dimensions : WxLxH (cm) : 403 x 520 x 176 23. Voltage : 220V, 50 Hz, Single Phase, A.C. Supply 24. Should be CE/USFDA/WHO-GMP certified..		
29	Deep Freezer (-86°C)	<b>Technical Specification :</b> 1. Type : Vertical (Upright) 2. Operating Temperature : -86 degree C 3. Capacity : 220 Litres +/- 10% 4. Floor Space requirement : Not more than 3.25 square feet. 5. Should have two compressors working in a cascade for maximum heat removal and quick recovery to set temperature. 6. System should have stainless steel interior and touch, powder coated exterior finish. 7. Should have lockable exterior door. 8. Insulation : Must have Vacuum Insulation Paneling (VIP) for efficient cooling and maintenance of set temperatures. Thick insulation on cabinet door and lid to ensure uniform cooling and triple point silicon gasket on the doors for tight sealing to avoid formation of ice crystals. 9. Inner compartments : Freezer should have two or three inner compartments with insulated inner doors giving separate access to individual shelves and provision for adjusting the height of shelves. 10. Fully programmable microprocessor controlled eye level display of temperature parameters as a standard part of equipment. 11. Built-in automatic high and low voltage compensator to enable smooth working during voltage fluctuations. 12. Audible and visible security alarms for deviation from set temperature, power failure, probe failure, system failure, clean filter and door open etc. 13. Freezer must use environment friendly, non-flammable refrigerants, and refrigeration system must be energy efficient with low heat output (<500W) 14. Freezer must comply with International Safety and Regulatory requirements like ISO and CE Certifications etc.	Nos.	01
30	Incubator	<b>Technical Specification :</b> 1. Internal Size : 455 X 455 X 455 mm (LxWxH) 2. Shelves : 2 3. Temperature Range : ambient to 70 degree C 4. Controller Accuracy : +/-0.5 degree C of set value for Temp. 5. Uniformity : +/-1 degree throughout chamber 6. Air Heater Element : Special Type S.S. Tubular Air Heaters with fins. 7. Heat up Time : 30 min. up to 60 degree C without load. 8. Cool Down time : 40 min. upto + 5 degree C without load 9. Cooler: Plate Fin Cooler 10. Compressor : Hermetically Sealed Brand 11. Controller: Digital Display Electronic Controller. 12. Sensor : Pt-100 13. Internal Chamber: Stainless Steel 304 grade. 14. External : Mild Steel Powder Coated 15. Inner Acrylic Door: Inner Full Size See through Acrylic 8 mm thick. 16. Air Circulation : Motorized Blower from back and forced air circulation for temperature homogeneity.	Nos.	01

		17. Safety Device: Adjustable hydraulic over-temperature limiter protector. 18. PID Control: Microprocessor based PID Controller. 19. Computer Interface: RS 485 / RS232 interface for multiple & single communication port. 20. Self supported transparent doors inside and magnetic gasket outer doors. 21. PUF Insulation. 22. Door operated illumination lamp to work on 220/230 VAC.		
31	Paraffin Dispenser	<b>Technical Specification</b> 1. Paraffin Dispenser is used in Histopathology, Forensic Medicine and Anatomy Lab where wax embedded moulds or blocks are prepared. 2. Specially designed for use where large volume of paraffin is required, to facilitate disposing of wax for embedding purpose. 3. A tap with temperature control is provided so that wax is not stuck to the tap. The Wax flows freely when melted. 4. Temperature is controlled by Imported thermostat and is kept at approx. 65°C. 5. Inner and outer wall are made of SS dully insulated for ease to operate. 6. Table Model operates on 230 Volts. 1 phase, AC supply. Melting time of wax is one hour (Approx). 7. Capacity- 3 Litres	Nos.	01
32	X-Ray View Box Single	<b>Technical Specification :</b> 1. Dimensions : mm Frame(LxHxT)- 415 x 495 x 35 2. Viewing area (WxH): 356 x 422 3. Power Consumption: 15 W 4. Light Source: LED 5. Brightness(LUX): >10000 6. Power Supply input: AC 100-240V,50/60 Hz 7. Net Weight(Kg): 3	Nos.	20
33	X-Ray View Box 3 Screen	<b>Technical Specification :</b> 1. Dimensions : mm Frame(LxHxT) – 1127 x 495 x >35 2. Viewing area (W*H): 1068*422 3. Power Consumption: 45W 4. Light Source: LED 5. Brightness(LUX): >10000 6. Power Supply input: AC 100-240V,50/60 Hz. 7. Net Weight(kgs): 8	Nos.	02
34	X-Ray View Box 4 Screen	<b>Technical Specification :</b> 1. Dimensions : mm Frame(LxHxT)- 1438 x 495 x>35 2. Viewing area (WxH): 1424 x 422 3. Power Consumption: 60W 4. Light Source: LED 5. Brightness(LUX): >10000 6. Power Supply input: AC 100-240V,50/60 Hz 7. Net Weight (kgs):	Nos.	02
35	X-Ray Viewing Box (LED) (Single)	<b>Technical Specification :</b> 1. LED based low power consumption products. 2. Uniform brightness on overall panel. 3. Digital Intensity control. 4. Sensor fir film detection	Nos.	02

36	X-Ray View Box (4 in 1)	<b>Technical Specification :</b> 1. View boxes that include visible light lamps covered by a translucent surface appropriate for observation of medical radiographs. 2. X-Ray view boxes are available for a single radiograph observation or as a multiple set (i.e., a panel) that permits the simultaneous observation of several radiographies. 3. No UV emission 4. Initial brightness can be set 5. Reliable magnetic nipper	Nos.	02
37	X-Ray View Box (2 in 1)	<b>Technical Specification :</b> 1. Power Consumption 25-100 W 2. Power Supply Input 220-240 V , 50 Hz <b>Technical Features :</b> 3. LED based low power consumption products. 4. Uniform brightness on overall panel. 5. Digital Intensity control. 6. Available in 1/ 2 / 3 / 4 film of 14" x 17".	Nos.	02
38	SS Moulds 3 types	<b>Technical Specification :</b> Made from stainless steel, very convenient and simplified method for the preparation of issue moulds. Eliminates need for trimming of blocks. a) 16 x 16 x 12mm (L x W X D) b) 22 x 22 x 12 mm (L x W x D) c) 32 x 25 x 12mm (L x W x D)	Nos.	300 (Each size 100)
39	Embedding Rings	Made of plastic for use with all size of Tissue Embedding Moulds 25 x 25 x 12mm (L x W X D)	Nos.	5000

#### PATHOLOGY EQUIPMENTS

SR.N	DESCRIPTION OF GOODS	Specifications	Unit	Qty.
1	Centrifuge Digital (8 heads)	1. Steeples speed regulator 2. Safety lid interlock to prevent cover opening during centrifugation. 3. Dynamic break for quick deceleration 4. Imbalance detector with cut-off 5. Maximum speed 3500 6. Minimum RCF2350 7. W x D x H : 330 x 370 x 295	Nos.	01
2	Centrifuge Digital (12 heads)	1. Steeples speed regulator 2. Safety lid interlock to prevent cover opening during centrifugation. 3. Dynamic break for quick deceleration 4. Imbalance detector with cutoff 5. Maximum speed 3500 6. Minimum RCF2350 7. W x D x H : 330x370x295	Nos.	01
3	Urine Analyzer	1. The unit should work on reflectance photometer to evaluate the color intensity of each test zone 2. The unit should have three wavelengths viz. 470nm, 525nm and 625 nm 3. The unit should have continuous loading with through put of around 600 samples/hour	Nos.	01

		<p>4. Unit should have memory capacity for 2000 measurements with all details like data by date and sample ID</p> <p>5. The unit should give results either in SI, conventional or arbitrary units</p> <p>6. The unit should have numeric and alphanumeric data entry facility.</p> <p>7. The unit should have strip position check system and automatic dry strip detection</p> <p>8. The unit should be concealed waste container for used strips disposal</p> <p>9. Company should provide bi- levels (positive and negative) ready to use liquid stable urine controls</p> <p>10. The system should measure Blood, Bilirubin, Urobilinogen, Ketone, Protein Glucose, pH, Nitrite, Leucocytes &amp; Specific Gravity.</p> <p>11. Each 10 para urine strip should have compensation pad for suppressing dark color urine sample.</p> <p>12. All diagnostic strip pads do not interfere with the common concentration of the ascorbic acid.</p> <p>13. Company should provide tri- level grey control strips for instrument QC</p> <p>14. Instrument should be touch screen with color LCD display</p> <p>15. The unit should have built in printing capability.</p> <p>16. Instrument should have option to connect to bar code reader via USB port</p> <p>17. Unit should have external ports RS 232 and also 2 USB ports for LIS connection.</p> <p>18. Power Supply: 220-240 V; 50-60 HZ.</p>		
4	Hematology Analyser 5 part	<p>1. The instrument should be fully automated laser based scatter analysis of 5-part differential hematology analyzer offering automatic start-up, shutdown and sample-analysis.</p> <p>2. the instrument should be equipped with semiconductor laser based tri angle flow cytometry for Differential channel.</p> <p>3. The instrument should have random access discrete analysis modes for CBC , CBC+DIFFERENTIAL</p> <p>4. The instrument should have minimum 25 PARAMETERS reported: WBC, RBC, HGB, HCT, MCV, MCH, MCHC, RDW-sd, RDW-cv , PLT, NEUT % , LYMPH % , MONO% , EOS % , BASO % , NEUT # , LYMPH # , MONO # , EOS # , BASO # , PDW, MPV, PCT, P-LCR, P-LCC THREE HISTOGRAMS –WBC, RBC, PLT and ONE SCATTERGRAM</p> <p>5. The instrument should have throughput minimum 80 samples per hour in both the discrete analysis modes.</p> <p>6. This instrument should have facility for PC based data Management with all scatter plot, histograms and display and in print</p> <p>7. The instrument should have the following analysis modes , Manual – open , Capillary mode , predilute mode and Sampler mode.</p> <p>8. Analyser must have autoloader of 6 racks facility with mixer capable of, stat capability with positive bard code identification facility for samples loading /unloading available</p> <p>9. It should have Facility for user defined Rules and flagging limits</p> <p>10. It should have analysis time for cytopenic samples</p> <p>11. It should directly measure MCV</p> <p>12. Instrument should have capability to differentiate between smaller RBCs and Larger Platelets.</p> <p>13. The instrument should have impedance method for RBC/PLT channel.</p> <p>14. The instrument should use Cyanide free reagents for the hemoglobin measurement</p> <p>15. Instrument should have options for auto sampler &amp; integrated barcode reader.</p>	Nos.	01

		16. Sample volume should not exceed 20 µl 17. Analyser must have facility for real time reagent monitoring 18. Analyser must have facility to auto dispense pre defined volume of diluent for predilute mode 19. It must have provision to incorporate morphological findings and other test results like ESR, CRP etc in the instrument report printout 20. The instrument should have COMPREHENSIVE INFORMATION PROCESSING SYSTEM with: User-friendly software. 100000 sample data with histogram and scatter grams storage 500 QC files each with 300 points for QC can be stored. 21. The instrument should have minimum maintenance with Semiconductor laser has lower power consumption, higher stability, and longer life thus cutting down on maintenance cost. 22. It should have high linearity of Platelets and WBC count from 0 to 3000x1000 cells/microliters 23. Instrument should have warranty of 3 year. 24. Instrument should be supplied with Suitable UPS with 60 minutes power pack up and start up reagents for 500 samples 25. The company supplying the instrument should have a good track record and excellent service and distributor network all over India. 26. Analyser must be US FDA / European CE approved		
5	ESR Analyser	ESR Analyser	Nos.	01
6	Binocular Microscope LED	<b>Technical Specification :</b> 1. Standard complete Microscope set with Siedentop Binocular head, integrated LED light illuminator, Anti-Fungal coated Plan Achromatic Objectives 4x, 10x, 40x (spring) & 100x (oil, spring), paired wide field eyepieces 10x (F.N.20). 2. Features : UIS2 Infinity Plan Optics for excellent image flatness, Siedentop binocular head with IPD adjustment, Anti-fungus treatment for tropical durability, Highpoint paired eyepieces (F.N.20), Abbe condenser with high performance aspheric lenses for bright & uniform illumination throughout the field of view, Window in arm for convenient carrying & Ergonomic design for user convenience, SMPS power supply for flicker free illumination, Reckless specimen stage for user safety and comfort, specimen stage focus-lock prevents any accidental damage to objectives.	Nos.	05
7	Sterilizer	<b>Technical Specification :</b> 1. Inner & Outer chamber made of SS (Lid- S.Steel lined) is tightened by radial locking/Wing Nut. 2. Provided with Pressure gauge (0-2.1 kgf/cm <sup>2</sup> ) safety device S.S. basket, water level indicator, drain valve and neoprene/silicon gasket. 3. Working Temperature Upto 1210C & Operating Pressure upto 15-20 PSI (Adjustable), 4. Workable on 220 / 230 volts A.C. 5. 550mm x 350mm 22" x 14" 50 Litre 3.0 KW	Nos.	01
8	Water Bath	<b>Technical Specification :</b> 1. Thermostatically controlled SS Tank duly insulated. Temp. Range 5°C above room Temp. to 80°C with an accuracy ± 1°C. with cover. 2. Workable on 220 / 230 volts A.C. 3. Size : 450 x 300 x 175mm 6 Racks) 23 Litre 4. It should be ISI Mark/USFDA Registered/ISO 13485 Accredited from NABCB	Nos.	01

9	Bacteriological Incubator	<b>Technical Specification :</b> 1. Inner Size cms - (WxHxD) : 455 x 455 x 605 mm 2. Heat up Time-Heat up Time 3. Controller-Digital Display Electronic Controller. 4. Sensor-Pt-100 5. Internal Chamber-Mild Steel / Stainless Steel 304 quality. 6. It should be ISI Mark/ISO 13485 Accredited from NABCB	Nos.	01
10	Grossing Station	<b>Technical Specification :</b> 1.1 Should have all required features for any grossing procedure. 1.2 Should have type 304 stainless steel construction of entire work area and exterior closure panels. All built tough to stand up to years of extensive work without corrosion. 1.3 Should be dual side working table 1.4 Height of working table should be adjustable from 32"to 44" via electro hydraulic mechanism. 1.5 Exhaust duct for ventilation with adjustable bellows be provided. 1.6 Large sink with mixing faucet needed. 1.7 Foot operated faucet for hot and cold water. 1.8 Spray hose assembly with hand control. 1.9 ½ HP commercial disposed facility required, with proximity sensing controls. 1.10 Built in end table rinse providing constant flow of water in work area needed. 1.11 Top mounted fluorescent light & mixture needed. 1.12 Flexible light source with mounted Halogen light required. 1.13 Provide slot for formalin container with spigot. 1.14 Handy magnetic instrument holder be provided. 1.15 Paper towel holder / dispenser for 1 fold towels. 1.16 Polyethylene dissecting board be provided (photo blue) 1.17 Electrical receptacles should be GFCI proof.  <b>2. PLUMBING SPECIFICATIONS:</b> 2.1 ¾ Inch hot and cold water supply lines with drain line. 2.2 ½ inch industrial flexible hoses with ¾ inch female hose fittings for connection to water supply. 2.3 1.5 inches flexible hose for drain line. <b>3. EXHAUST SPECIFICATIONS:</b> 3.1 Should have three ventilation system options. <b>3.2 -Recirculation exhaust :</b> recirculation exhaust with formaldehyde neutralizing filter and blower. Average capture velocity of 89 fpm at vented area and 38 fpm at front of unit. <b>3.3 External exhaust:</b> Integral blower with external average capture velocity at vented area be 106 fpm. <b>3.4 Remote exhaust:</b> Connect to facility exhaust system with exhaust air flow of 500cfm and average capture velocity of 128 fpm at vented area <b>4. OPTIONAL ACCESSORIES REQUIRED</b> 4.1 Heavy duty commercial disposal. 4.2 Self contained ventilation assembly. 4.3 Digital platform scale 4 lbs/2 kg capacity. 4.4 Computer, monitor and key board stand 4.5 CPU Stand 4.6 Flex arm halogen lights. 4.7 Adjustable Plexiglas splash shield.	Nos.	01

		4.8 Hands free controls for water features and disposal. 4.9 Cassette and form holder. 4.10 Camera / Video camera mount facility with sliding arrangement along width of unit. 4.11 Removable measuring rule (cm & inches ) 4.12 Dictation machine with voice operated / foot control recording. 4.13 Microphone on flex alarm. 4.14 Fixed upper and lower SS shelving / utility drawers. 4.15 Formalin dispensing unit. 4.16 Glove box holder 4.17 Pull out writing plat form. 4.18 Replacement filters. 4.19 Eye wash assembly 4.20 Magnifier on flexible arm. 5. It should be ISO 13485 Accredited from NABCB/USFDA		
11	Vacuum Tissue Processor	<b>Technical Specification :</b> 1. Should be Floor Standing Vacuum Automatic Tissue Processor. 2. Overall dimensions (DxWxH) : 700 x 600 x 1050 cm approx. 3. Weight : 150-200 Kg. approx. 4. Reagent reservoirs : Ten, max. 3 litres (processing : 3 L) 5. Paraffin reservoirs : Four, max. 3 litres (processing : 3 L) 6. Cleaning reservoir : 3 Nos. (3 litres) 7. Processing capacity : 250-300 cassettes. 8. Fume Control : Disposable carbon filter. 9. Program memory : 20 processing programs. Standard (upto 100 can be provided additionally) 10. User-defined names : 20 programs names with 50 solution names. 11. Process time : 0 to 99 hr, 59 min. in 1 min. increments each station. 12. Processing delay : Number of days and actual end-time , auto calculation. 13. Temperature Reagent : 30°C to 50°C, or ambient. 14. Paraffin : 45°C to 70°C. 15. Pressure/Vacuum/Ambient : On/Off 16. Pump-In/Pump-out mixing : slow/fast/off. 17. Paraffin cleaning : should have option for paraffin cleaning. 18. Clean cycle : standard company pre program cycle mandatory after each processing. 19. Carry-over protection : Lines automatically blown dry following pumping. 20. Should have Automatic Reagent Management System. 21. Password protection : Two-level (one Manager and one user password) 22. Should have inbuilt power backup system for at least 1 hour. 23. Should have Solvent Resistant LCD touch screen for programming & operation. 24. Should have magnetic stirrer or bubbling technology 25. Should be able to run rapid protocol. 26. Should be fully enclosed to minimize the evaporation of reagents during processing & storage. 27. Company should supply the following accessories with the machine :- (i) Spare 5 Reagent Bottles. (ii) Regular Cassettes – 15000 Nos., Biopsy Cassettes – 15000 Nos., Jumbo Cassettes – 15000 Nos. 28. Should have option for Remote fill and drain feature. 29. Should have Remote service for real time application and service support.	Nos.	01

		<p>30. Unit should be CE/USFDA approved</p> <p>31. Bidder/OEM should submit at least 2 end user performance certificates</p> <p>32. 3 years comprehensive warranty and 2 years non-comprehensive warranty for equipment free of cost.</p> <p>33. Comprehensive training of lab staff and equipment support services till familiarity with the equipment.</p> <p>34. Certificate of calibration and inspection from manufacturer.</p> <p>35. User/technical/maintenance manual</p> <p>36. There should be a provision for demonstration (if asked) before final approval of equipment.</p>		
12	Cryostat Microtome	<p><b>Technical Specification :</b></p> <ol style="list-style-type: none"> <li>1. Open-top Cryostat</li> <li>2. The unit can be moved by means of steering castors with locking screws.</li> <li>3. UV C light surface disinfection.</li> <li>4. Large cooling chamber with plain surfaces and draining system, easy to clean and disinfect.</li> <li>5. Cryo-chamber temperature variable from +5°C down to -35°C.</li> <li>6. Sufficient storage space inside the cooling chamber with removable section waste trays and brush shelf.</li> <li>7. Electronic control via touchpad keyboard for rapid selection and adjustment of functions, including 10 to 12 minutes specimen fast freeze function.</li> <li>8. Programmable "Memory function" for fast and automatic retrieval of a pre-stored start position of sectioning.</li> <li>9. Automatic 24-h-defroster with interrupt key.</li> <li>10. Freezing bar with stations down to -35°C for storage of specimen chucks.</li> <li>11. Heated sliding window.</li> <li>12. Florescent lamp illumination of cryo-chamber with separate on/off switch.</li> <li>13. Rotary microtome with reliable stepper motor technology for reproducible thickness.</li> <li>14. Section thickness setting from 1 to 100µm split into fine section thickness and trimming thickness range. <ul style="list-style-type: none"> <li>– Fine section range from 1 to 20µm</li> <li>– Trim section range from 10 to 50 µm</li> </ul> </li> <li>15. Motorized coarse and fine feed via stepping motor.</li> <li>16. LED –display of section counter, sum of section thicknesses and remaining travel to front end position.</li> </ol>	Nos.	01
13	Fully Automatic Microtome	<p><b>Technical Specification :</b></p> <ol style="list-style-type: none"> <li>1. The instrument should have Motorised feeding system with optional motorized and manual sectioning with rocking mode facility</li> <li>2. Semi Automatic Microtome for variable specimen retraction and sectioning. Four digit digital display.</li> <li>3. Two separate programmes for trimming and sectioning. Interval single, multi and continuous stroke.</li> <li>4. Speed control through cutting window</li> <li>5. Section thickness setting from 1µm to 99µm in 1µm increments.</li> <li>6. Section thickness from 0.5 µm to 99µm.</li> <li>7. Three Sectioning modes – one manual and two motorized electronically controlled(continuous and separate)</li> </ol>	Nos.	01

		<p>8. The equipment should be FDA (USA)/CE) approved. Manufacturer should be ISO 13485 accredited by NABCB</p> <p>9. Universal Disposable Blade Holder Common for both low profile and high profile blades.</p> <p>10. Should be supplied with 25 packets each of high &amp; low profile blades (a Pack of 50 blades)</p>		
14	Manual Rotary Microtome	<p><b>Technical Specification :</b></p> <p>Rotary microtome complete with standard accessories e.g. disposable blade holder, specimen clamp, tool kit operating manual.</p> <ol style="list-style-type: none"> <li>1. High precision machine suitable for both delicate as well as hard tissue sectioning.</li> <li>2. Section thickness settings 1-60 <math>\mu\text{m}</math> with settings in 1, 2, 5 increment at different levels.</li> <li>3. Specimen advance 28 mm or more</li> <li>4. Vertical stroke 60 mm or more</li> <li>5. Provision of step trimming.</li> <li>6. Adjustable specimen clamp at least 50 x 45 mm with orientation in X,Y axis.</li> <li>7. Single disposable blade holder for accommodating both high and low profile blades.</li> <li>8. Lateral coarse feed</li> <li>9. Integrate removable section waste tray.</li> <li>10. Spare low and high profile blades in dispenser pack of 50 blades: 6 packets each.</li> <li>11. Microtome knives – 02 Nos.</li> <li>12. Specimen holders – Plastic (as many as required)</li> <li>13. Should be supplied with 5 packet each of high &amp; low profile blades (a pack of 50 blades)</li> <li>14. The equipment should conform to ISO 9001 and CE/BIS.</li> </ol>	Nos.	01
15	Tissue Floation Bath	<ol style="list-style-type: none"> <li>1. Tissue Floation Bath is ideal for tissue culture, enzyme reactions fermentations tissue section processing etc.</li> <li>2. Micro Processor based Digital Temperature Controller.</li> <li>3. Inner chamber is rectangular in construction &amp; made of seamless (Die pressed) for easy cleaning.</li> <li>4. The jet black surface with scratch-proof coating provides better contrast to identify sections and an easy to clean gray surface.</li> <li>5. Removable glass container.</li> <li>6. The broad oversized rim of the water bath allows convenient storage for microscope slides.</li> <li>7. Rounded inner corners allows it to be cleaned easily and efficiently.</li> <li>8. Embedded heater element plate.</li> <li>9. Should also have Slide Warmer on the top of machine.</li> <li>10. Slide Warmer should be such that slide can be take out without disturbing the other.</li> <li>11. Temperature for Slide Warmer &amp; Tissue Floation Bath can be controlled separately.</li> <li>12. Temperature for Slide Warmer &amp; Tissue Floation Bath can be controlled separately.</li> <li>13. It should have White LED light inside floatation bath so that tissue can be seen while floating.</li> <li>14. Temperature selectable between ambient to 90°C.</li> </ol>	Nos.	01

		<p>15. Temperature is controlled by capillary type thermostat, from ambient to 90°C with an accuracy of <math>\pm 1^{\circ}\text{C}</math>.</p> <p>16. Overheating protection system.</p> <p>17. LED illuminated black background with transparent glass dish allows specimen to be easily seen.</p> <p>18. LED display for programmed and temperature display and visual indication in case of temperature exceeds above 45°C.</p> <p>19. High grade insulation.</p> <p>20. Membrane keyboard is resistive to water and paraffin contamination and is easily cleanable.</p> <p>21. The Tissue Flotation Bath is supplied complete with pilot light, cord and plug.</p> <p>22. Dimensions : WxLxH (cm) : 403 x 520 x 176</p> <p>23. Voltage : 220V, 50 Hz, Single Phase, A.C. Supply</p> <p>24. Should be CE/USFDA/WHO-GMP certified.</p>		
16	Tissue Embedding Station	<p><b>Technical Specification :</b></p> <p>Should be in 3 part modular system with separate fully programmable automatic On/Off control for each of them.</p> <p><b>I. Paraffin Dispensing Unit</b></p> <p>1. Capacity of Paraffin Tank: should be minimum 3-5 litres.</p> <p>2. Capacity of Thermal Chambers for storage of moulds: min 1.8 liters</p> <p>3. Temp. range of Paraffin tank: 50-70°C</p> <p>4. Temp. range of Thermal Chamber: 50- 70°C</p> <p>5. Temp. range of Hot plates &amp; forceps wells: 50-70°C</p> <p>6. Should have connection for electrically heated forceps</p> <p>7. Should have six heated wells for normal forceps, 3 on either side of the wax dispensing line.</p> <p>8. Should have precisely metered and adjustable gravity feed paraffin dispenser to deliver the right amount of paraffin.</p> <p>9. Should have both finger touch plate and foot switch for control of paraffin flow.</p> <p>10. Should have large warm working surface on either side for min 10 cassettes on each side.</p> <p>11. Should have dot matrix 7 segment display.</p> <p>12. Should have a Magnifying lens adjustable in any position, large</p> <p>13. Cold spot &amp; illumination for specimen orientation.</p> <p>14. Unit should be CE/FDA approved</p> <p><b>II. Cold Console</b></p> <p>1. Capacity of freezing up to 60 blocks at a time.</p> <p>2. Temp. range of cold plate: 0-12°C, adjustable in steps of 1°C.</p> <p>3. Compressor to be extra quite to reduce noise fatigue.</p> <p>4. Cold console can work independently without switch—on dispensing console</p> <p>5. The system should work on 220-240 V, 50 Hz. Should use CFC free gas and manufacturer must have ISO certification.</p> <p>6. 2 years comprehensive warranty and 3 years non-comprehensive warranty for equipment free of cost.</p> <p>7. To be supplied with 1000 Nos. Plastic Embedding Rings for making paraffin Blocks and 100 Nos. reusable Metallic Base moulds</p> <p>8. Comprehensive training of lab staff and equipment support services till familiarity with the equipment.</p> <p>9. Certificate of calibration and inspection from manufacturer.</p> <p>10. User/technical/maintenance manual</p>	Nos.	01

		<p>11. There should be a provision for demonstration before final approval of equipment.</p> <p>12. Bidder/OEM should submit at least 2 end user performance certificate</p>		
17	Stand alone Cold Plate	<p><b>Technical Specification :</b></p> <ol style="list-style-type: none"> <li>1. Should be an independent cooling plate with temperature range from ambient to -12°C.</li> <li>2. Should be able to use as independent or with Tissue Embedding Station.</li> <li>3. Should have digital display of temperature.</li> <li>4. Capacity to keep atleast 60 blocks at a time.</li> <li>5. It should have environment friendly refrigerant.</li> <li>6. Should be compact table top system.</li> <li>7. Cold plate area to accommodate 60-80 regular size paraffin block.</li> <li>8. Should be European CE/US FDA</li> </ol>	Nos.	01
18	Linear Slide Staining Machine (40 Station)	<p><b>Technical Specification :-</b></p> <ol style="list-style-type: none"> <li>1. Stable Ergonomically compact design.</li> <li>2. Metal housing with stainless steel lining.</li> <li>3. Bench unit with programmable microprocessor control and at least 10" LCD display and touch screen/keyboard in external operating console.</li> <li>4. Silent electro-mechanical motors for agitation and transport of slide carrier.</li> <li>5. Transportation arm on X, Y and Z axes for positioning the slide carriers.</li> <li>6. Divided transparent methacrylate/acrylic cover over the entire working area to protect the user against hazardous vapours.</li> <li>7. Integrated fume hood with active carbon filter and preset timer with count-down function to monitor the filter change interval.</li> <li>8. Alleast 30 reagent stations each with up to 300-400 ml capacity &amp; 4 loading &amp; 4 unloading.</li> <li>9. 4 Rinsing station with through flow that can be controlled and simple water pressure control.</li> <li>10. Drying station with temperature control upto +65°C.</li> <li>11. Would run H &amp; E and Papanicolaou or other special terms simultaneously with advanced optimization software.</li> <li>12. Would be able to allocate a specific protocol to each load station for quick and error free slide loading.</li> <li>13. Slide capacity of carrier up to 30 slides per carrier in vertical position.</li> <li>14. Slide Throughput : 200-600 slides/hour.</li> <li>15. Electronic components separated from humid working areas.</li> <li>16. Agitation for slide carrier.</li> <li>17. Microprocessor control of immersion time (0 sec.-99 min. 59 sec.) for each station.</li> <li>18. Permanent memory capacity for up to 40 different programs.</li> <li>19. Simple to operate external control panel with touch screen at least 10" LCD display.</li> <li>20. Indication of date, time, remaining time in process step, step number and reagent description.</li> <li>21. Optical and acoustic alarm during power failure and program end.</li> <li>22. System should have facility for Remote support.</li> <li>23. Manual basket removal during power failure.</li> <li>24. Printer/USB connection</li> <li>25. On line UPS of standard make &amp; appropriate calibration will be supplied. UPS &amp; UPS batteries would be covered under both warranty &amp; CMC.</li> </ol>	Nos.	01

		26. Equipment should be CE and FDA approved. 27. Equipment should be ISO 9001 and ISO 13485 certified. 28. Bidder/OEM should submit at least 2 end user performance certificate 29. Battery backup of 1 hour. 30. Equipment should be supplied with : a. 38 reagent containers. b. 4 Rinsing container c. 1 Pressure resistant water inlet tube d. 1 Draining hose e. Connecting clamps f. Slide carrier for 70 glass slides g. 1 Active charcoal filter h. Power cord i. Replacement fuses j. Instruction manual.		
19	Slide Rack	<b>Technical Specification :</b> Slide rack to keep slides in vertical position before and after mounting. Made of anodized aluminium.	Nos.	10
20	Slide Carrying Tray	<b>Technical Specification :</b> These are made of anodized aluminium for keeping twenty Slides of size 75mm × 25 mm in flat position	Nos.	10
21	Medical Refrigerator	<b>Technical Specification :</b> 1. Capacity : 520 L 2. Temperature : 2-8 degree C 3. Inner & outer stainless steel 4. Preferably roller or caster mounted 5. Adjustable shelves. 6. Battery backup for display and alarms 7. Durable rust free exterior made of SS 304 8. Durable interior mad of SS 304 9. Control panel with temperature alarm, on/off switch and digital thermometer. 10. Interior lighting auto or manual defrosting arrangement. 11. Adequate circulation of air to ensure even cooling. 12. Door with lock 13. Control panel with temperature alarm ON/OFF switch with power on indicator, digital thermometer, temperature display. 14. Electronic automatic temperature control. 15. Operable at 220V, 50 Hz single phase AC supply. 16. Compressor unit to be hermetically sealed with guarantee for at least five years 17. Availability of spares / disposables for at least 10 years 18. CE/ISI mark or other equivalent quality certification. 19. All electrical peripherals required for smoothest functioning e.g. voltage stabilizer provided with the equipment.	Nos.	01
22	Hot Air Oven	<b>Technical Specification :</b> 1. Capacity - 90 litres 2. Shelves - Stainless steel construction: 3 in number, must have pilot light on shelves 3. Temperature range : 50° C to 250°C. Built in thermometer	Nos.	01

		<p>4. Walls (three layered) - Outer covered with stainless steel, Inner two walls made of stainless steel with glass wool insulation in between of minimum 15mm thickness.</p> <p>5. Size - Approximately 18" X 18" X 18"</p> <p>6. Controls - Thermostat control, Digital display, Rotary control</p> <p>7. Heating element - Stainless steel. U shaped</p> <p>8. Air circulation fan must be present</p> <p>9. Power cord must be of acceptable durability, quality, length and current carrying capacity and should be compatible with Indian standard power socket</p> <p>10. Electrical rating Unit should function with 200-230Vac, 50/60 Hz input power supply</p> <p>11. Certification should have safety certificate from a competent authority CE /FDA (US)/ISI Mark/ISO 13485 Accredited from NABCB.</p>		
23	Paraffin Dispenser	<p><b>Technical Specification</b></p> <p>1. Paraffin Dispenser is used in Histopathology, Forensic Medicine and Anatomy Lab where wax embedded moulds or blocks are prepared.</p> <p>2. Specially designed for use where large volume of paraffin is required, to facilitate disposing of wax for embedding purpose.</p> <p>3. A tap with temperature control is provided so that wax is not stuck to the tap. The Wax flows freely when melted.</p> <p>4. Temperature is controlled by Imported thermostat and is kept at approx. 65°C.</p> <p>5. Inner and outer wall are made of SS dully insulated for ease to operate.</p> <p>6. Table Model operates on 230 Volts. 1 phase, AC supply. Melting time of wax is one hour (Approx.).</p> <p>7. Capacity - 3 Litres</p>	Nos.	01
24	Autopsy Saw	<p><b>Technical Specification :</b></p> <p>1. Should be compatible for all styles of necropsy blades</p> <p>2. May have socket for electrical attachment</p> <p>3. Complete with large section blade plus 2 arbours.</p> <p>4. Based on high speed oscillation principle</p> <p>5. Should supply 10 feet long electric cord with plug</p> <p>6. Should have safety flange over hand piece</p> <p>7. Certification: CE/ISO</p> <p>8. Warranty : 1 year</p>	Nos.	01
25	Digital Slide Scanner	<p><b>Technical Specification :</b></p> <p>1. For converting Slides in Digital Format with software and Database Management with backup for Data Storage</p> <p>2. Required computer set</p>	Nos.	01
26	Block Cabinet	<p><b>Technical Specification :</b></p> <p>1. Capacity-6000 block (3000 blocks in each cabinet)</p> <p>2. Block storage should be in vertical manner.</p> <p>3. Aluminium tray anodized for slide storage.</p> <p>4. Removable slide tray.</p> <p>5. Modular and made up to stainless steel outer casing to protect from dust.</p> <p>6. Corrosion protected surface for long term use.</p> <p>7. Door opening facility with handle on the front panel with provision for Locking.</p> <p>8. Structure should be on wheel for easy movement.</p> <p>9. Fitted with index card holder .</p> <p>10. Cabinet is fitted with lock and key to ensure safety.</p>	Nos.	03

27	Slide Cabinet	<b>Technical Specification :</b> 1. Capacity- 25000 slides 2. Slide storage (75 x 25mm glass micro slides) should be in vertical manner. 3. Mild Steel tray for slide storage. 4. Removable slide tray. 5. Modular and made up to stainless steel outer casing to protect from dust. 6. Corrosion protected surface for long term use. 7. Door opening facility with handle on the front panel with provision for Locking. 8. structure should be on wheel for easy movement. 9. Fitted with index card holder . 10. Cabinet is fitted with lock and key to ensure safety.	Nos.	02
28	Biosafety Cabinet	<b>Technical Specification :</b> 1. Microprocessor controlled Class II, type B2 Biosafety Cabinet 2. Should have 70 % air recirculation and 30 % exhaust. 3. Size : 4 x 2 x 2 feet 4. Interior should be made of Single Piece Stainless Steel (304). 5. Should have antimicrobial coating to protect against surface contamination and inhibit bacterial growth. 6. Frameless, shatterproof sash with automatic UV shut-off on sash opening. 7. Blower should be electronically commutated motor. 8. Should have ULPA filter with efficiency of >99.999% at 0.1 to 0.3 micron sizes. 9. UV lights with minimum life of 1500 hours and programmable timer. 10. Light intensity in the working area should be at least 1000 lux. 11. Sound emission should be less than 60 db. 12. At least two electric sockets inside chamber (5 amp and 15 amp) 13. At least one point for gas supply. 14. Electric supply 220-250 V, 50 Hz. 15. Microprocessor Controller LCD display 16. Audio visual alarm 17. Support stand should be provided. 18. EN-12469 : 2000 Certificate should be provided.	Nos.	01
29	SS Mould 3 types	<b>Technical Specification :</b> Made from stainless steel, very convenient and simplified method for the preparation of issue moulds. Eliminates need for trimming of blocks. a) 16 x 16 x 12mm (L x W X D) b) 22 x 22 x 12 mm (L x W x D) c) 32 x 25 x 12mm (L x W x D)	Nos.	300 (100 each size)
30	Embedding Rings Disposable	Made of plastic for use with all size of Tissue Embedding Moulds a) 25 x 25 x 12mm (L x W X D)	Nos.	5000

**MICROBIOLOGY EQUIPMENTS**

SR.N	DESCRIPTION OF GOODS	Specifications	Unit	Qty.
1	Biosafety Cabinet	<b>Technical Specification :</b> 1. Microprocessor controlled Class II, type B2 Biosafety Cabinet 2. Should have 70 % air recirculation and 30 % exhaust. 3. Size : 4 x 2 x 2 feet 4. Interior should be made of Single Piece Stainless Steel (304). 5. Should have antimicrobial coating to protect against surface contamination and inhibit bacterial growth. 6. Frameless, shatterproof sash with automatic UV shut-off on sash opening. 7. Blower should be electronically commutated motor. 8. Should have ULPA filter with efficiency of >99.999% at 0.1 to 0.3 micron sizes. 9. UV lights with minimum life of 1500 hrs and programmable timer. 10. Light intensity in the working area should be at least 1000 lux. 11. Sound emission should be less than 60 db. 12. At least two electric sockets inside chamber (5 amp and 15 amp) 13. At least one point for gas supply. 14. Electric supply 220-250 V, 50 Hz. 15. Microprocessor Controller LCD display 16. Audio visual alarm 17. Support stand should be provided. 18. EN-12469 Certificate should be provided.	Nos.	01
2	Hot Air Oven	<b>Technical Specification :</b> 1. Double Walled Construction 2. 80/20 Ni Heating Elements placed at bottom 3. 230V AC 50HZ Mains Supply Digital Temperature Controller Temp. Range : 5°C above ambient to 300°C & 2°C 4. Digital Temperature Controller Serology 5. Models Chamber H x W x D (cm) Watts Shelves size : 24X24x24 6. Size: 254 Litre 7. Certification should have safety certificate from a competent authority CE/FDA(US)/ISI Mark/ISO 13485 accredited from NABCB	Nos.	01
3	Binocular Microscope LED	<b>Technical Specification :</b> 1. Standard complete Microscope set with Siedentop Binocular head, integrated LED light illuminator, Anti-Fungal coated Plan Achromatic Objectives 4x, 10x, 40x (spring) & 100x (oil, spring), paired wide field eyepieces 10x (F.N.20). 2. Features : UIS2 Infinity Plan Optics for excellent image flatness, Siedentopf binocular head with IPD adjustment, Anti-fungus treatment for tropical durability, Highpoint paired eyepieces (F.N.20), Abbe condenser with high performance aspheric lenses for bright & uniform illumination throughout the field of view, Window in arm for convenient carrying & Ergonomic design for user convenience, SMPS power supply for flicker free illumination, Reckless specimen stage for user safety and comfort, specimen stage focus-lock prevents any accidental damage to objectives.	Nos.	06
4	Bacteriological Incubator	<b>Technical Specification :</b> 1. Inner Size cms – 45 x 45 x 45 Inches 2. Heat up Time - Heat up Time 3. Controller - Digital Display Electronic Controller. 4. Sensor-Pt-100	Nos.	01

		5. Internal Chamber-Mild Steel / Stainless Steel 304 quality. 6. It should be ISI Mark/ISO 13485 accredited from NABCB		
5	BOD Incubator	<b>Technical Specification :</b> 1. Forced air circulation, by means of a motorized blower. 2. Capacity: 300 Liters ( $\pm 10$ Liters) 3. Shelves SS Wire mesh for uniform temperature with heavy Duty:3/4 4. Construction: Double wall with insulation provided with outer stainless steel metal door and inner glass viewing door. 5. Temperature range: 5°C to 60°C. 6. Temperature resolution: 0.1 °C. 7. Temperature accuracy: $\pm 0.2$ °C. 8. Temperature uniformity: $\pm 0.5$ °C. 9. Temperature Control must be Microprocessor based PID Control with auto Tune CE Marked. 10. Temperature sensor should be P R D Class type and must Made in Germany/ Switzerland 11. Temperature sensor accuracy: $\pm 0.25$ °C 12. Temperature Display: Digital LED. 13 . Heating should be through 'U' Shaped Nichrome Wire heater in SS Sheathing. 14. CFC Free compressor & gas R 134A eco friendly refrigerant, with condenser, motor, relay complete unit Copeland Make. 15. High temperature cut off with Audioable and visible alarm 16. Calibration of temperature sensor probe & Temperature controller calibration with traceability online should be provided 17. Validation certificates IQ, OQ and PQ documentation and protocols should be provided with equipment.	Nos.	01
6	Serological Water Bath	<b>Technical Specification :</b> 1. Thermostatically controlled SS Tank duly insulated. Temp. Range 5°C above room Temp. to 80°C with an Accuracy $\pm 1$ °C. with cover. 2. Workable on 220 / 230 volts A.C. 3. Item No. Size Capacity Ltr. GI Powder Coated Body SS Body 4. Size : 450 x 300 x 175mm (6 Racks) 23 5. It should be ISI Mark/ISO 13485 accredited from NABCB	Nos.	01
7	Autoclave	<b>Technical Specification :</b> Inner & Outer chamber made of SS (Lid- S.Steel lined) is tightened by radial locking/Wing Nut & fitted with a PID Based Automatic Temperature & Pressure controller with LCD Display of time and temperature programmable by user which enables automatic purging of stale air, sterilizing hold time & automatic exhaust of pressure fitted with audio alarm/ buzzer at the end of cycle. Working Temperature Upto 121°C & Operating Pressure upto 15-20 PSI (Adjustable), Workable on 220 / 230 volts A.C. Raidal Locking type Height x Dia                      Capacity (Approx.)      Load. 600mm x 400mm                      80 Ltr                      4.0 KW	Nos.	01
8	CO2 Incubator	<b>Technical Specification :</b> 1. Inner total volume 170 to 190 liters. 2. Temperature range: +5 degree above ambient to +50degree. 3. Silicon removable autoclavable inner door gasket. 4. Built in HEPA filter Airflow System (100% HEPA filtered air within 1 minute) with internal blower but without FAN inside.	Nos.	01

		5. Thermal conductivity sensor/IR sensor (sensor should be covered under warranty and CMC) 6. On demand sterilization/high temp. decontamination @ 120 degree to 140 with 12 hours. 7. Alpha numeric character display screen and message screen. 8. Class 100 condition of air inside the chamber within five minutes after door closing. 9. Access code to lock the parameters 10. Alpha numeric message for HEPA filter replacement. 11. Should be European CE & USFDA 12. CO2 Cylinder & Regulator should be quoted.		
9	Medical Refrigerator	<b>Technical Specification :</b> 1. Capacity : 1000 L 2. Temperature : 2-8 degree C 3. Inner & outer stainless steel 4. Preferably roller or caster mounted 5. Adjustable shelves. 6. Battery backup for display and alarms 7. Durable rust free exterior made of SS 304 8. Durable interior mad of SS 304 9. Control panel with temperature alarm, on/off switch and digital thermometer. 10. Interior lighting auto or manual defrosting arrangement. 11. Adequate circulation of air to ensure even cooling. 12. Door with lock 13. Control panel with temperature alarm ON/OFF switch with power on indicator, digital thermometer, temperature display. 14. Electronic automatic temperature control. 15. Operable at 220V, 50 Hz single phase AC supply. 16. Compressor unit to be hermetically sealed with guarantee for at least five years 17. Availability of spares / disposables for at least 10 years 18. CE/ISI mark or other equivalent quality certification. 19. All electrical peripherals required for smoothes functioning e.g. voltage stabilizer provided with the equipment.	Nos.	01
10	Deep Freezer – (86°C)	<b>Technical Specification :</b> 1. Type : Vertical (Upright) 2. Operating Temperature : -86 degree C 3. Capacity : 220 Litres +/- 10% 4. Floor Space requirement : Not more than 3.25 square feet. 5. Should have two compressors working in a cascade for maximum heat removal and quick recovery to set temperature. 6. System should have stainless steel interior and touch, powder coated exterior finish. 7. Should have lockable exterior door. 8. Insulation : Must have Vacuum Insulation Paneling (VIP) for efficient cooling and maintenance of set temperatures. Thick insulation on cabinet door and lid to ensure uniform cooling and triple point silicon gasket on the doors for tight sealing to avoid formation of ice crystals. 9. Inner compartments : Freezer should have 2 or 3 inner compartments with insulated inner doors giving separate access to individual shelves and provision for adjusting the height of shelves.	Nos.	01

		<p>10. Fully programmable microprocessor controlled eye level display of temperature parameters as a standard part of equipment.</p> <p>11 . Built-in automatic high and low voltage compensator to enable smooth working during voltage fluctuations.</p> <p>12. Audible and visible security alarms for deviation from set temperature, power failure, probe failure, system failure, clean filter and door open etc.</p> <p>13. Freezer must use environment friendly, non-flammable refrigerants, and refrigeration system must be energy efficient with low heat output (&lt;500W)</p> <p>14. Freezer must comply with International Safety and Regulatory requirements like ISO and CE Certifications etc.</p>		
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<b>BIOCHEMISTRY EQUIPMENTS</b>				
<b>SR.N</b>	<b>DESCRIPTION OF GOODS</b>	<b>Specifications</b>	<b>Unit</b>	<b>Qty.</b>
1	Semi Automatic Analyzer	<ol style="list-style-type: none"> <li>1. Direct Access Clinical</li> <li>2. Chemistry Analyzer,</li> <li>3. Along with Standard Accessories, Two Pipettes,(5-50 &amp; 100-1000ul)</li> </ol>	Nos.	01
2	Hot Air Oven	<b>OVEN UNIVERSAL (MEMMERT TYPE WITH DIGITAL CONTROLLER)</b> <ol style="list-style-type: none"> <li>1. Double walled, outer GI / MS Powder Coated.</li> <li>2. Element of three sides' SS Chamber digitally controlled Temperature Range 50°C to 250°C ± 1°C. fitted with fan properly insulated supplied with shelves workable on 220/230 volts A.C.</li> <li>4. Inner Chamber Size (w x h x d) Approx. in Liters Stainless Steel Chamber Size : 605 x 910 x 605 mm 325 Litre</li> <li>5. Certification should have safety certificate from a competent authority</li> <li>6. CE/FDA(US)/ISI Mark/ISO 13485 accredited from NABCB</li> </ol>	Nos.	01
3	Centrifuge	<b>Technical Specifications :</b> Maximum speed 5000 rpm and minimum speed 4000-4500 rpm on load	Nos.	02
4	Medical Refrigerator	<b>Technical Specification :</b> <ol style="list-style-type: none"> <li>1. Capacity : 1000 L</li> <li>2. Temperature : 2-8 degree C</li> <li>3. Inner &amp; outer stainless steel</li> <li>4. Preferably roller or caster mounted</li> <li>5. Adjustable shelves.</li> <li>6. Battery backup for display and alarms</li> <li>7. Durable rust free exterior made of SS 304</li> <li>8. Durable interior mad of SS 304</li> <li>9. Control panel with temperature alarm, on/off switch and digital thermometer.</li> <li>10. Interior lighting auto or manual defrosting arrangement.</li> <li>11. Adequate circulation of air to ensure even cooling.</li> <li>12. Door with lock</li> <li>13. Control panel with temperature alarm ON/OFF switch with power on indicator, digital thermometer, temperature display.</li> <li>14. Electronic automatic temperature control.</li> <li>15. Operable at 220V, 50 Hz single phase AC supply.</li> <li>16. Compressor unit to be hermetically sealed with guarantee for at least five years</li> <li>17. Availability of spares / disposables for at least 10 years</li> <li>18. CE/ISI mark or other equivalent quality certification.</li> <li>19. All electrical peripherals required for smoothest functioning e.g. voltage stabilizer provided with the equipment.</li> </ol>	Nos.	01
5	Deep Freezer (-86°C)	<b>Technical Specification :</b> <ol style="list-style-type: none"> <li>1. Type : Vertical (Upright)</li> <li>2. Operating Temperature : -86 degree C</li> <li>3. Capacity : 500 Litres +/- 10%</li> <li>4. Floor Space requirement : Not more than 3.25 square feet.</li> <li>5. Should have dual display &amp; separate for each chamber.</li> </ol>	Nos.	01

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|--|---|--|--|
|  | <p>6. Should have two compressors working in a cascade for maximum heat removal and quick recovery to set temperature.</p> <p>7. System should have stainless steel interior and touch, powder coated exterior finish.</p> <p>8. Should have lockable exterior door.</p> <p>9. Insulation : Must have Vacuum Insulation Paneling (VIP) for efficient cooling and maintenance of set temperatures. Thick insulation on cabinet door and lid to ensure uniform cooling and triple point silicon gasket on the doors for tight sealing to avoid formation of ice crystals.</p> <p>10. Inner compartments : Freezer should have 1 or 2 inner compartments with insulated inner doors giving separate access to individual shelves and provision for adjusting the height of shelves.</p> <p>11. Fully programmable microprocessor controlled eye level display of temperature parameters as a standard part of equipment.</p> <p>12 . Built-in automatic high and low voltage compensator to enable smooth working during voltage fluctuations.</p> <p>13. Audible and visible security alarms for deviation from set temperature, power failure, probe failure, system failure, clean filter and door open etc.</p> <p>14. Freezer must use environment friendly, non-flammable refrigerants, and refrigeration system must be energy efficient with low heat output (&lt;500W)</p> <p>15. Freezer must comply with International Safety and Regulatory requirements like ISO and CE Certifications etc.</p> |  |  |
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**SHALYA (SURGERY) EQUIPMENTS**

<b>SR.N</b>	<b>DESCRIPTION OF GOODS</b>	<b>Specifications</b>	<b>Unit</b>	<b>Qty.</b>
1	Kilner (Cat Paw) Retractor	Stainless Steel Kilner (Cat Paw) Retractor	Nos.	04
2	Pile holding forceps	6" long	Nos.	02
3	Baron Pile gun	Dimension - 14 x 28 x 4.5 cm IS Indo Surgicals Piles Gun or Hemorrhoid Gun with Forceps	NoS.	01
4	Chivate' s Proctoscope with light source	- Proctoscope with obturator - fibre optic light candle - stainless steel - inner-3.8 cm - outer-4 cm - length-20 cm	Nos.	02
5	Proctoscope half cut	- stainless steel - 4 inch - medium	Nos.	02
6	Proctoscope half cut	- stainless steel - 4 inch - large	Nos.	02
7	Humbey' s Skin Grafting Knife	Small	Nos.	01
8	Humbey' s Skin Grafting Knife	Large	Nos.	01
9	Surgical suction tip	Suction no 8 Stainless Steel	Nos.	04
10	Doyen intestinal clamp (Straight)	(Non-Crushing Intestinal Clamp), Atraumatic Longitudnal Serrations, 110 mm blades; 240 mm long; Box joint	Nos.	02
11.	Doyen intestinal clamp (Curved)	(Non-Crushing Intestinal Clamp), Atraumatic Longitudnal Serrations, 110 mm blades; 240 mm long; Box joint	Nos.	02
12	Lane Twin Anastomosis Clamp	Lane Twin Anastomosis Clamp With 140mm Longitudinal Serrated Large Blades And Box Joint 300mm Straight	Nos.	01
13	Balfour Abdominal Self Retaining Retractor	Balfour Abdominal Self Retaining Retractor Size - 80mm Deep, 8" Spread, For Adult	Nos.	01
14	Forgesy Doyens Retractor 2.5"	Forgesy Doyens Retractor 2.5"	Nos.	01
15	Forgesy Doyens Retractor 3"	Forgesy Doyens Retractor 3"	Nos.	01
16	Forgesy Doyens Retractor 3.5"	Forgesy Doyens Retractor 3.5"	Nos.	01
17	Deaver Retractor Surgical Retractor Stainless Steel 1.5"	Deaver Retractor Surgical Retractor Stainless Steel 1.5"	Nos.	01
18	Deaver Retractor Surgical Retractor Stainless Steel 2"	Deaver Retractor Surgical Retractor Stainless Steel 2"	Nos.	01

19	Deaver Retractor Surgical Retractor Stainless Steel 4"	Deaver Retractor Surgical Retractor Stainless Steel 4"	Nos.	01
20	Metal catheter Male and female	Female Metal Catheter/Male Urethral Catheter with SS Stylet for GYN Surgical Instruments - Pack of 2	Nos.	02
21	Bougies Urethral Dilator Set	Bougies Urethral Dilator Set – Set of 12 Pcs for Safe and Precise Urethral Stretching – Medical-Grade Stainless Steel – Comprehensive Urology Kit	Set of 12	01
22	Aquarium for Jaloka	40 litres Aquarium Glass Tank Set (12X12X18 Inches) with accessories including pump, filter, heater, aerators, lightings.	Nos.	01
23	Suction cups set	Vacuum cupping set (24) Plastic, reusable	Nos.	02
24	Agnikarma Shalaka set	Panchdhatu, Shalaka length: 22 cm, Blade length : 4 cm Lauh, Shalaka length: 22 cm, Blade length : 4 cm Tamra, Shalaka length: 22 cm, Blade length : 4 cm (For surgical and cosmetic surgery )	Set of 3	01
25	Glass Cupping set	Glass material Assorted size, 24 pieces	Nos.	02
26	Plastic containers	1 litre capacity For keeping used leeches	Nos.	15
27	Stove with Gas Pipe	LPG STOVE SINGLE BURNER DLX Stainless Steel Manual Gas Stove (1 Burners) with transparent gas pipe.	Nos.	01
28	Suction machine	1.It should have maintenance free piston/ cylinder technology with should be heat resistant with high-tech material for long lasting dependable operations. 2. It should have two autoclavable PSU (Polysulfone) jars of atleast 8 liters with a change switch from one jar to another. 3. It should be noiseless and vibration free. 4. It should have high flow of at least sixty liters per minute with -95kPa (-713mmHg). 5. It should have provision of variable flow rate of 40L/50L/60L. 6. It should have a large vacuum gauge in kPa and mmHg with easy to turn membrane vacuum regulator to set precise vacuum levels. 7. It should also have a foot on/ off switch for hands free operation. 8. It should have sleek design and sleek trolley with antistatic castors with brakes. 9. It should be made with high quality housing material. 10. It should be CE (European) and FDA (American) approved.	Nos.	02
29	Emergency Rechargeable Led Lantern	1. Soft glare free Light 2. Wide Coverage 3. Brightness Control : With the use of its switch , you can control the brightness (3 step) of the emergency lantern and simply adjust the intensity of the light 4. Rechargeable Battery : It comes with a high quality rechargeable battery of 3.7V, 7200 mAH Lithium-Ion battery 5. Charging & Backup Time: The emergency lantern takes up to 10- 12 hours to completely charge and gives up to 10 hours of backup(weak light) and 2.5 hrs of power backup(strong light) 6. Light weight & Travel friendly 7. Sturdy and Premium design : It is made of premium ABS material which makes it	Nos.	02

		reliable emergency light 8. Mobile Charging Point : It comes with an inbuilt mobile charging point to charge mobile phones incase of power failure. 9. Warranty : 6 Months		
30	Electrocautery with vessel sealing device	<p>1) Unit should have microprocessor controlled tissue feedback technology with LCD color touch screen.</p> <p>2) Unit should have pure sinusoidal output waveform in HF (350KHz-490KHz) power output In all Monopolar and bipolar modes.</p> <p>3) It should adjust power level automatically depending on tissue type.</p> <p>4) Self illuminated accessory socket with auto selection during setting of the Generator &amp; blinking of light to indicate activation in selected accessories.</p> <p>5) It should complete self testing during power on</p> <p>6) Seal should withstand to THREE times systolic pressure.</p> <p>7) Unit should have Vessel Sealing Mode to seals upto 7mm tissue bundles &amp; vessels with reusable vessel sealing attachments.</p> <p>8) Unit should have on screen review of error code &amp; diagnostics.</p> <p>9) It should accept dual area patient return electrode and give Green Indication if dual area patient plate applied to patient &amp; Red indication with alarm tone if the patient plate is not applied.</p> <p>10) It should accept Disposable and as well as Reusable Patient Plate.</p> <p>11) It should have RANDOMIZED spray coagulation for larger area coverage.</p> <p>12) Unit should have separate Bipolar Cut and Coag mode with independent footswitch.</p> <p>13) It should be upgradeable for Argon delivery module</p> <p>14) It should have at least TEN USER SETTABLE programs for different surgical procedures.</p> <p>15) Unit should be useful for underwater procedures.</p> <p>16) It should have Alarm facility after completion of bipolar coagulation.</p> <p>17) Unit should have adjustable delay activation in Auto- Bipolar.</p> <p>18) Unit should be software upgradeable onsite</p> <p>19) Power Should change 1to 40 by step of 1W, 40 to 100 by step of 5W &amp; 100 to max power by step of 10 W for fast setting of generator.</p> <p>20) Unit should be upgradeable to tissue feedback, pulsed interval controlled ENDO CUT function.</p> <p>21) The unit should natural cooling with heat Sink exposed on rear side for better natural cooling.</p> <p>22) Unit should operate from 90 V to 270 V without using external stabilizer.</p> <p>23) It should have auto switching between monopolar and bipolar functions.</p> <p>24) It should have separate and isolated sockets for Monopolar and Bipolar.</p> <p>25) Product should be EU CE (with 4 digit Notified Body) / USFDA/ BIS</p> <p>26) It should be comply with IEC-60601-1-1, IEC 60601-2-2 safety and design standards and IEC-60601-1-2 for EMI and certified from any NABL accredited Lab or any International Lab in the country of origin, except India . OEM should be ISO 13485:2016 certified Company.</p> <p>27) It should have following different modes for Monopolar Cutting:</p> <ul style="list-style-type: none"> <li>- LOW CUT: 300Watt at 300 ohms</li> <li>- PURE CUT: 400Watt at 300 ohms</li> <li>- BLEND CUT: 250Watt at 300 ohms</li> <li>- ENDO CUT: 400Watt at 300 ohms</li> </ul> <p>28) It should have following different modes for Monopolar Coagulation:</p> <ul style="list-style-type: none"> <li>- SOFT: 150Watt at 500 ohms</li> </ul>	Nos.	01

		- Swift: 120Watt at 500ohms - FULGURATE: 120Watt at 500 ohms - SPRAY: 120Watt at 500 ohms 29) It should have following different modes for Bipolar Cutting: - Bi Cut: 100Watt at 100 ohms - Pulse Bi cut: 100Watt at 100 ohms 30) It should have following different modes for Bipolar Coagulation: - Micro: 100Watt at 100 ohms - Standard: 100Watt at 100ohms - Force: 100Watt at 100ohms 31) It should have following mode for Sealer: 3 Level Rapid Seal: 100W at 100 ohms 32) It should be supplied with following accessories:- 1) Patient return electrode-1No. 2) Cable for return electrode-1No. 3) Reusable Hand switching pencil-1No. 4) Reusable Foot switching pencil -1No. 5) Bipolar forceps 20cm Straight 1mm Tip-1No. 6) Cable for bipolar forceps-2No. 7) Monopolar Two Paddle Foot switch-1No. 8) Seal/Bipolar Single Paddle foot switch-1No. OR Single twin paddle toggle foot switch - 1No. 9) Universal adaptor- 1No. 10) Set of Electrode (Angled, Ball and Needle)-1No. Sealer Accessories: 1) Sealing Clamp SS/ Coated 18 cm / 23 cm- 1No. each 2) Cord for Sealing Clamp- 1No.		
31	Reduction forceps	German stainless steel Narrow, w. Point, 5 ½ “ -Broad, w. Point, 5 ½ “	Nos.	02
32	Gigli wire saw with 2 Hooks	-300 mm -500 mm -700 mm	Nos.	01
33	Bone holding forceps	-stainless steel -6 inches	Nos.	02
34	RUSKIN ROWLAND Bone Cutter Double Action Straight	- stainless steel - 10 inch	Nos.	02
35	Bone Cutter Curved 10 Inch	- stainless steel - 10 inch	Nos.	02
36	Cleveland Bone Rongeurs	- stainless steel 13.5cm - 5 ¼” 16.5 cm- 6 ½ “	Nos.	02
37	K-Wire cutter, bender, Plier	- stainless steel 7 inch	Nos.	02
38	Plier for Screw Removal	- stainless steel - 205 mm	Nos.	02
39	Langenbeck Periosteal Elevator	- 8 inch 17mm sharp tip Stainless steel	Nos.	02
40	Bone lever	Anterior Bone Lever 90 Degrees 20 mm x 310 mm x 140 mm - 1 set - German ss	Nos.	02

41	Bone file and rasp	- 8.5 inches	Nos.	02
42	Patella clamp forceps	Single prong Curved tips with speedlock	Nos.	02
43	Putti rasp	Double ended 12 inches	Nos.	02
44	Plaster Spreader	Henning Cast Spreader 13 inch German stainless steel	Nos.	02
45	Medical Orthopaedics Oscillating Saw Electric Plaster Cutter Machine with case	<p>De Soutters type            * Plaster cutter (Electric) De Soutters type Swing the highest number: More than 12, 000 times per min. Maximum swing range: More than 5 degree. Input Current: 220Vac, 50Hz. Machinable plaster and polymer materials. Hex drive provides 6 blade rotations extending blade life by 50%            * Weight of electric plaster saw: 1.14KGS Total G.Weight : 3.54KGS            Dimension: 360*240*120mm Packaging : Aluminium Alloy Light Weight And Portable Easy To Operate Virtually No Maintenance Required. Negligible Power Consumption. 100% Convenient</p> <p><b>TECHNICAL DATA</b>            Body- Fully Stainless Steel            Maximum Height- 16 Inches            Outer Diameter- 17 Inches.            Weight 9 Kgs (Appr.) Electric            Supply 230 50Hz. Single Phase            A.C. Connected Load 90 Watts            Power Consumption 0.150Kws / Hr. Atomizing Cap. 30 - 35 ml /min.</p>	Nos.	01
46	Drill Set	<p>1. Should be battery operated (battery kit specification details provided in point number C)            2. Should have forward, reverse and oscillating modes            3. Variable speed control            4. Maximum Drilling Speed: between 1200-1500 r p m            5. Cannulation: 3.2 mm (Should be cannulated to enable long K wires to pass through)            6. Should have DC brushless motor for low maintenance            7. Should have appropriate adaptors for drilling and saw attachment            8. Should be flash autoclavable            9. Weight (with battery and battery housing/casing)-should be less than 1000 gm</p> <p><b>Attachments for Drill Hand piece :</b>            1. Jacobs Chuck-Keyed (Clamping range: minimum between 0.5-1mm, maximum between 3.2-5.0 mm, Qty-01            2. Key for Jacobs Chuck (Should be compatible with the Jacob's Chuck mentioned in point no B1) Qty-3,            3. Quick Coupling for K-Wire/ Wire Collect attachment (Should accept K- wires, Minimum size of K Wires between 0.5-0.7 mm, maximum size of K wires between 1.5-1.8mm), Qty 01            4. Quick coupling attachments for drill bit (AO Type), (Should accept drill bits: minimum size of drill bit between 1.5-2.0 mm, maximum size between 4.5-5.0 mm)</p> <p><b>Battery Kit</b></p>	Nos.	01

		<p>1. Banery: Qty-04</p> <p>2. Lithium Ion Battery</p> <p>3. Minimum life of 300 charging cycles or one year, whichever is less.</p> <p>4. Autoclavable/ non autoclavable</p> <p>5. Housing/Casing: for nonautoclavable batteries only: Qty</p> <p>6. If the battery provided is nonautoclavable, the housing/case which contains the battery should be autoclavable</p> <p><b>Battery Charger: Qty-01</b></p> <p>1. 100-240 volts charger (as determined by the battery to be charged)</p> <p>2. Should have the feature to count and display the charging cycles for a particular battery</p> <p>3. Should have capability to identify worn out batteries.</p> <p>4. Should charge a minimum of four batteries at a time</p> <p>5. Should have an indicator to provide battery status for charging</p> <p><b>SAGITTAL SAW SYSTEM : QTY 01</b></p> <p>1. Sagittal saw handpiece/ attachment: 01</p> <p>2. Maximum Speed for Saw: 10000-20000 r p m</p> <p>3. Should have a minimum of two speed controls with standard and fast modes.</p> <p>4. Blade mount should be adjustable to different angles</p> <p>5. Should have tool-less mounting of accessories</p> <p>6. Should have DC brushless motor.</p> <p>7. Should be flash autoclavable.</p> <p>8. Sagittal Saw Blade-10</p> <p><b>Sterilization Box: QTY 01</b></p> <p>1. Should accommodate a minimum one handpiece, drill &amp; Saw system along with accessories</p> <p>2. Should have an inner for sterile presentation of instruments and a covering lid.</p> <p>3. Should be autoclave Compatible</p> <p><b>Terms &amp; Conditions:-</b></p> <p>1. Warranty: 05 years.</p> <p>2. CMC: 5 years after expiry of warranty period</p> <p>3. Certificates: BIS/ISO/USFDA/ CE Europe approved</p> <p>4. Demonstration if required at the time of technical evaluation</p> <p>5. All accessories (including Kwire attachment/wire collet, saw attachment, Jacob's chuck, keys for Jacob's chuck, battery housing, battery charger and other accessories which may vary amongst different manufacturers) should be covered under warranty &amp; CMC</p> <p>6. The price of all consumables including batteries should be quoted separately and frozen for 10 years</p>		
47	K Wire 1.5 mm	1.5 mm diameter Length 150-250 mm	Nos.	20
48	K Wire 2 mm	2 mm diameter Length 150-250 mm	Nos.	20
49	K wire 2.5 mm	2.5 mm diameter length 150-250 mm	Nos.	20
50	Gigli Saw wire with Hooks	flexible wire saw used by surgeons for bone cutting.	Nos.	02
51	Stainless Steel Wire	SS Cerclage Wire Roll for Orthopedic, Suture Wire - Stainless Steel (18 Gauge)	Roll	01
52	Formalin Chamber	Formalin Chamber to sterilize heat sensitive medical/dental tools, lab equipment and surgical equipment.	Nos.	01

53	Multipara Monitor (7 para)	<ol style="list-style-type: none"> <li>1. Multiparameter patient monitor, which is suitable for use in Operation theatres, ICU &amp; Wards.</li> <li>2. Standard Configuration of ECG, Respiration, SpO2, NIBP, Dual IBP, Temperature and ETCO2</li> <li>3. Should have 12.1-inch Colour LCD Display with standard capacitive touch.</li> <li>4. Should have dual modes of operation: Touch and Rotary knob.</li> <li>5. Should display 7 waveforms.</li> <li>6. Waveform colour can be changed from screen setup of the corresponding layout screen.</li> <li>7. <b><u>ECG:</u></b> <ul style="list-style-type: none"> <li>➤ Should be able to monitor ECG through 3, 5, 6-Lead Patient Cable</li> <li>➤ Should have Manual ST Analysis Window</li> <li>➤ Should display 8-lead ST segment values at the same time and support ST graphic display.</li> <li>➤ Should have QT/QTc monitoring with QT View.</li> <li>➤ Should detect 27 arrhythmias and generate alarms.</li> <li>➤ The priority of arrhythmia alarms can be configurable.</li> <li>➤ ST measurement range: -2.0mV~+2.0mV</li> <li>➤ Should measure HR, PVCs, ST, QT, and Arrhythmia analysis</li> <li>➤ Should be able to monitor Heart Rate from 10-300 bpm</li> <li>➤ Should have user selectable modes like Monitor, Surgery, Diagnosis and ST mode for operation in ICU, OT's etc</li> <li>➤ Should have pacemaker rejection facility</li> </ul> </li> <li>8. <b><u>Respiration:</u></b> <ul style="list-style-type: none"> <li>➤ Source: RA-LA, RA-LL</li> <li>➤ Measurement Range of 0 to 150 breaths per min</li> <li>➤ Should have Gain selection: x0.25, x1, x2, x4</li> <li>➤ Should have sweep speed selection of 6.25mm/s, 12.5mm/s, 25mm/s</li> <li>➤ Should have Apnea detection facility</li> <li>➤ Apnea Monitoring limit range: 10s, 15s, 20s, 25s, 30s, 35s, 40s, 45s, 50s, 55s, 60s</li> </ul> </li> <li>9. <b><u>SPO2:</u></b> <ul style="list-style-type: none"> <li>➤ Should have Nellcor technology</li> <li>➤ Should have measurement range of 0~100 %</li> <li>➤ Should have on screen display of Numeric value for SPO2, PR with signal strength bar and Plethysmograph</li> <li>➤ Should be able to select SAT SEC to avoid false alarm</li> <li>➤ SpO2 response time: High: ≤8s, Medium: ≤11s, Low: ≤15s</li> <li>➤ PR measurement range: 25bpm~300bpm</li> <li>➤ Should provide Respiration Rate from Plethysmography with OxySat+</li> </ul> </li> <li>10. <b><u>NIBP:</u></b> <ul style="list-style-type: none"> <li>➤ Should have Auto, Manual, STAT and sequence modes of operation for NIBP.</li> <li>➤ Should have a measuring range of 0-300 mmHg</li> <li>➤ STAT mode cycle time: 5 min</li> <li>➤ Sequence mode: At least 5 groups are supported</li> </ul> </li> <li>11. <b><u>Dual IBP</u></b></li> </ol>	Nos.	01
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- Should have dual IBP Measurement (including systolic blood pressure, diastolic blood pressure, average pressure, PR) and waveforms
- Measurement site:  
ART/CVP/ICP/PA/Ao/UAP/BAP/FAP//LAP/RAP/UVP/LV/PAWP, additionally, P1 and P2 are arbitrary sites
- Should have facility to measure PPV
- Should have Measurement range of -50 ~ +360 mmHg.
- Should have Accuracy of  $\pm 2$ mmHg or 2% of the reading.
- PR measurement range: 30-300 bpm

**12. EtCO<sub>2</sub> :**

- It should be able to display the following: EtCO<sub>2</sub>, FiCO<sub>2</sub>, a CO<sub>2</sub> waveform and awRR
- EtCO<sub>2</sub>/FiCO<sub>2</sub> measurement range: 0% ~ 19.7% (0mmHg ~ 150mmHg)
- awRR measurement range: 0~150 bpm
- Total response time- Sidestream CO<sub>2</sub>: <3s @ 50ml/min; Mainstream CO<sub>2</sub>: <2s
- For a side-stream it should have low sampling rate of 50±10mL/min

13. Should have 2 channels for temperature monitoring

14. Should have data storage capabilities:

- Trend data:  
Long trend: 1800h, minimum resolution is 10 min  
Medium trend: 180h, minimum resolution is 1 min  
Short trend: 6h, minimum resolution is 5 second.
- Parameter alarm event: At least 3000 parameter alarm events and associated parameter waveform at the moment
- ARR events: 3000 ARR events, and the parameter waveform related to the time of event occurrence.
- NIBP measurement result: At least 2400 groups
- Holographic waveform: At least 72 hours. The specific storage time depends
- Should have facility to transfer the trend data to USB

15. The monitor should have Big font, Drug dose calculator, Oxy-CRG view, Dynamic trend view screens

16. Should have calculations such as drug dose, hemodynamic, oxygenation, ventilation, nephridium calculations.

17. Snapshot facility with USB transfer

18. Should have alarm settings for all parameters

19. Should have colour coded alarms and alarms priority can be configurable

20. Should have facility to connect with mouse and keyboard

21. The monitor should support gesture control

22. Should have Central Monitoring System connectivity through both wired and wireless

23. Should provide HL7 output

24. Monitor should be able to directly connect with hospital information system (HIS)

25. Should have optional Multifunctional interface (nurse call, defibrillation synchronization and analog)

		26. Should have an optional VGA connector 27. Should have standby and night mode 28. Should have Li-ion battery with 3hrs of operation 29. Should have an integrated storage box for storing accessories. 30. Manufacturer should be ISO certified 13485:2016		
54	AED (Automated External Defibrillator)	<ul style="list-style-type: none"> <li>Fully or Semi Automatic Operation</li> <li>Auto daily self-check</li> <li>Weight 3 - 5 kg.</li> <li>6 hours continuous monitoring capability</li> <li>High resolution TFT/LCD display showing ECG wave form</li> <li>Heart rate, beeps per minute mode, battery status</li> <li>Control/button</li> <li>Level clearly with Ergonomic</li> <li>Should support</li> <li>Unit must have CE/USFDA/BIS</li> </ul>	Nos.	01

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