

All India Institute of Medical Sciences

Veerbhadra Marg, Pashulok,
Rishikesh-249203



Annual Rate Contract for Supply & Replacement of HPSV Lamp Fixture by Led Light Fixture at AIIMS, Rishikesh

Ref. No.	:	Tender Enquiry F.no 47/01/LED-fixture/2017/RIS/ES-54
Publishing Date	:	05-02-2018 at 3.30 PM
Pre-Bid Meeting	:	12-02-2018 at 3.00 PM
Bid Submission Start Date	:	13-02-2018 at 9.00 AM
Last Date of Bid Submission	:	26-02-2018 at 3.00 PM
Bid Opening	:	28-02-2018 at 3.30 PM

Tender documents may be downloaded from institute's web site www.aiimsrishikesh.edu.in
(for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>

TENDER NOTICE FOR

**Annual Rate Contract for Supply & Replacement of
HPSV Lamp Fixture by Led Light Fixture
AIIMS, Rishikesh, Virbhadra Marg, Rishikesh, Dehradun
Dated: 05-02-2018**

1. E-tenders in Two Bids (Technical & Financial) are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible manufacturer or their authorised distributors/dealers, for **Annual Rate Contract for Supply & Replacement of HPSV Lamp Fixture by Led Light Fixture, AIIMS Rishikesh.**
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
3. The complete bidding process is online. Bidders should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0135-2462986.
4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.
5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. The Hard Copy of original in respect of earnest money deposit and tender fee etc. must be delivered to AIIMS, Rishikesh on or before last date/time of Bid Submission as mentioned above. The bid without EMD and tender fee will be summarily rejected. The scanned copy of the EMD and Tender fee should be attached in the technical bid.
7. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

8. Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer on the AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in. And other Central Government Procurement Websites (*subject to its access of AIIMS Rishikesh*). The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender.
9. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying to all specification or have any variation.
10. The pre bid conference would be held on **12-02-2018 at 03.00 PM** in the office of Tender Opening Room, AIIMS, Rishikesh. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head.
11. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the

terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.

12. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed up carefully by the tenderer. All corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.

13 .(i) **Bid Security:** -The bidder shall pay the respective amount of Bid Security (EMD) as mentioned in table-I along with the Technical Bid by way of demand draft/FD/TD/CD in favour of “AIIMS, Rishikesh” drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh and must be valid for (01) one year. Bids received without tender fees and Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage. The original EMD will be put in cover-I containing with Technical bid.

- a) The Public Sector undertaking of the Central/State Govt./MSEs/MSME/Registered with Central Purchase Organization are exempted from furnishing Earnest Money along with tender, **subject to submission of its valid proof.**
- b) The firms Registered with DGS & D/SSI and any approved source of Centre/States Govt. are not exempted from furnishing Earnest Money in so far as this institute is concerned.
- c) Earnest Money deposited with AIIMS, Rishikesh in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.

(ii) EMD is required to protect the purchaser against the risk of Bidders conduct. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.

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

15. Bidders are not allowed to submit more than one bid for the same/similar tendered item else all his bids shall be cancelled thereby making him disqualified in addition to the forfeiture of the EMD.

16. The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within twenty-one (21) days from the date of award of this tender in his favour and also required to furnish the **Security Deposit @ 10%** of contract value in the form of FD/BG/TD/CD for **three months extra of the contract period** from any Nationalised/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above after its validation for the required period. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 21 (twenty-one) days after the issue of **Letter of Award** of Work, his bid security (EMD) shall be forfeited and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh.

17. The EMD/PBG shall be forfeited if successful bidder fails to supply the goods/equipment in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.

18. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 180 (one hundred eighty) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral

withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law.

19. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for Clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

20. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions of the contract and who has quoted the lowest rate as per financial bid after complying with the all the Acts / provisions stated / referred to for adherence in the tender.

21. The competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any administrative term and condition/specifications of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid meeting and **bidders may ensure its queries only in pre-bid meeting**. AIIMS, Rishikesh also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

22. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.

23. The tender form is not transferable.

24. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.

25. It is required by all concerned, namely the Bidders/Suppliers, as the case may be to observe highest standard of ethics during the procurement and execution of this Tender.

26. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged in addition to the cost of re- tender. The supplier is required to provide the demonstration of equipment at AIIMS premises to the AIIMS representatives for its evaluation as per the specification & desired functionality standard. However, a submission of videography displaying functionality as per tender specification may also be considered by the AIIMS, representative.

27. In case the bidder on whom the supply order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Rishikesh) may recover from the tender the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. In case of repeated failure in supplying the order goods the supply order may be cancelled and bid security deposit will be forfeited.

28. Where the specifications are as per tenderer's range of products the tenderer's offer should mention that the item meets all specifications as per the tender enquiry and if there are improvements/deviations the same should be brought out on separate Letter Head of the firm. It would be discretion of the competent authority of the institute to accept or reject such deviations which are not in accordance with our required specifications as given below the financial bid.

29. The bidders should have furnished a copy of GST/S.T. /C.S.T./VAT registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be rejected.

30. **Turnover provisions:** - (i) The tenderers should submit along with the tender, a photo state copy of the last three years Annual Accounts with Audit certificate by Chartered Accountant, Income Tax returns and a copy of current valid income tax clearance certificate (IT CC), otherwise bidder will not be considered for administrative evaluation (in evaluation of Technical bid) and will be declared **disqualified** in technical evaluation.

(ii) In case of bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.

(iii) In case of supplier is an Indian Agent, the firm can submit copies of purchase orders issued in favour of firm (*As the payment is made through LC directly to foreign manufacturer and equipment payment does not exist in the book of account of the supplier*) in support to its turnover whatever amount is getting short.

(iv) There will be relaxation on turnover on *case to case* basis for **Start-up firms** registered by Government of India under Start-ups scheme as per orders of Ministry of Commerce, Government of India.

31. **Sample/demonstration:** - In case, the item required prior submission of sample/ performing demonstration, tenderer will have to submit sample/perform demonstration of the equipment/item to the competent authority of the institute, the bidder will have to born all the expenses for the same. Non submission of sample/non performing demonstration will **disqualify** the bidder in the technical bidding process and financial bid of the bidder will not be opened.

32. The tenderer hereby guarantees that the equipment supplied to the Institute (purchaser) under the Contract shall be of the best quality/latest version and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in the Tender Document. The date of manufacturing of the equipment/goods supplied will not be more than 6 (Six months) old. The tenderer will have further guarantees that the said equipment would continue to conform to the description and quality aforesaid for a period of two (2) years guarantee period from the date of Electrical items and binding on the tenderer and the Purchaser shall be entitled to call upon the tenderer to rectify the equipment or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the tenderer and in such an event, the above mentioned warranty period shall apply to the equipment replaced from the date of replacement thereof. In case of failure of the tenderer to rectify or replace the equipment, within specified time, the purchaser shall be entitled to recover the cost with all expenses from the tenderer for such defective equipment.

33. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender, failing which, the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original, failing which, tender may be disqualified.

34. **Force Majeure:** Any failure or omission to carryout of the provisions of this supply by the supplier shall not give right for any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to the either of the parties.

35. The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.

36. Liquidated damage/demerge: - The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited. The supply of equipment must be in single consignment, inclusive of all parts & accessories in adherence to the specification.

37. Legal Jurisdiction: -The Courts at Rishikesh/ Dehradun alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.

Applicable Law:

38. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

39. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.

40. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Superintending Engineer (SE). Appeal against the decision of the SE will lie to the Director, AIIMS Rishikesh and his decision shall be final and binding upon both the parties.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

(B) Financial terms and conditions

1. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
2. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at for AIIMS Rishikesh (Site of installation/Use). Rates should be mentioned both in figures and in words.
3. The supplier has to submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that the bidder has not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender; the Institute (the purchaser) would be given the benefit of lower rates by the Supplier and any excess payment if any, will become immediately payable to the AIIMS, Rishikesh. If such affidavit is not submitted, tender will be out rightly rejected.*(Part of technical bid)*

Guarantee / Warrantee Period: The Tenderers must quote for 2 years' comprehensive warranty Electrical Items from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected.

4. **Custom Clearance:** For the Goods to be imported and supplied, the Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, the bidder requires CDEC certificate, then the same should be specifically mentioned in the bid. The supplier is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of supplier. The supplier undertakes to fully co-operate to avoid any fine, demurrage or other charges and shall indemnify AIIMS Rishikesh in case of any such failure. Transportation of goods up to AIIMS, Rishikesh and its successful installation and commissioning demonstration (and training, if required) is also the responsibility of the supplier. All charges/ expenses incurred in this process will be borne by the supplier and after submission of deposit slips of custom clearance and transportation charges will be reimbursed to the supplier if said provisions are to be shown separately in the financial bid.
5. **Payment terms:** -If the supplier supplied the requisite item within stipulated time 100% payment against supply can be made by the AIIMS Rishikesh on the case wise only.
6. **L1 Clause:** L1 firm will be decided based on item wise quoted price by the firm.

NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYBALE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC

Note: In case of any dispute regarding award of tender, decision of AIIMS Administration would be final.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

**“Annual Rate Contract for Supply & Replacement of HPSV Lamp Fixture by Led Light Fixture”
AIIMS, Rishikesh
TECHNICAL BID
(Documents to be attached in the “Technical Bid”)**

1. Name & Address of the manufacturer and their authorised dealers/ distributors/Agency with phone number, email, name and telephone/mobile	
2. Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency	
3. Whether the signature on each page has been made by the bidder or not.	
4. Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	
5. Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof.	
6. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in last one year. If you don't fulfil this criteria, your tender will be out rightly rejected.	
7. Please attach copy of last three years' of Income Tax Return	
8. Turnover a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Attach copy of annual minimum turnover which should not be less than 90 lakh duly certified by the Chartered Accountant) b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India. c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover. d. Start-ups may submit its Start-up Registration for consideration (<i>Relaxation in turnover can be considered as the case may be, subject to fulfilment of other conditions. However, it will not mandatory</i>)	
9. PAN No. (Please attach copy)	
10. GST/VAT/Service Tax Registration Number. (Please attach copy)	
11. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.	
12. Power of Attorney/authorization for signing the bid documents (Not required in case of sole-proprietorship.)	
13. Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner.	
14. Please declare that proprietor/firm/company has never been black listed/debarred by any organization. An oath certificate to this effect may be enclosed on Rs.10 notarised stamp paper.	
15. Please submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that they will provide complete warranty for all equipment's/items for 2 (two) years.	
16. Please furnished a notarised affidavit on Indian Non judicial stamp paper of Rs.10/- that they will supply spare parts for next 10 years at reasonable price by submission of suitable benchmarks.	
17. Please submit two-performance certificate from your two different customers to whom you have supplied such type of equipment in previous 3 years.	
18. Details of the FD/DD/TD/CD of bid security (EMD) FD/DD/TD/CD No: Date: Payable at-	Detail of cost of Tender for Rs. 1180/- (if downloaded from website) DD No. Date: Payable at-

Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 21 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by AIIMS Rishikesh in addition to execution of a Contract as pre-condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the AIIMS Rishikesh immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.
5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

Annual Rate Contract for Supply & Replacement of HPSV Lamp Fixture by Led Light Fixture

AIIMS, Rishikesh

Chapter-II (Schedule of requirements& EMD)**Table-I****Details of items & their tentative quantity and EMD**

The following Electrical items by Indian/International firms of repute are required.

S.No.	Item	Quantity	EMD
1	Annual Rate Contract for Supply & Replacement of HPSV Lamp Fixture by Led Light Fixture, AIIMS Rishikesh	01	INR 39,510.00

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

(Clause 11 (c) of **other terms and conditions** of the tender)

To

Executive Engineer,
All India Institute of Medical Sciences
Rishikesh

Dear Sir,

TENDER: _____.

we, _____, who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize Messrs. _____ (*name and address of agents*) to bid, negotiate and conclude the contract with you against Tender No. _____ for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the conditions of tender contract for the goods offered for supply against this tender by the above firm.

The authorization is valid up to _____

Yours faithfully,

(Name)

For and on behalf of Messrs. _____
(*Name of manufacturers*)/Principal.

AIIMS Rishikesh Tender Enquiry F.no 47/01/LED-fixture/2017/RIS/ES-54

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Executive Engineer
All India Institute of Medical Sciences
Rishikesh,
Virbhadra Marg,
Rishikesh-249201

Whereas _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; And Whereas we have agreed to give the supplier such a irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you unconditionally, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of you to first demanding the said amount of guarantee from the supplier before raising the demand with us. You may directly raise the demand with us, without asking the supplier for the same.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will not be changed due to change in the constitution of the bank or the supplier.

This guarantee shall be valid up to 15 months from the of execution date of contract i.e. up to ----- (indicate date).

.....
(Signature with date of the authorized officer of the Bank)
.....
Name and designation of the officer
.....
.....
Seal, name & address of the Bank and address of the Branch

AIIMS Rishikesh Tender Enquiry F.no 47/01/LED-fixture/2017/RIS/ES-54

(To be made on Rs. 100.00 Non-Judicial Stamp Paper)

DRAFT AGREEMENT FORMAT

This agreement is made at Rishikesh on theday of Two thousand Seventeen between the Director, All India Institute of Medical Sciences, Rishikesh, acting through Executive Engineer (E), AIIMS, Rishikesh, having its office at AIIMS, Virbhadra Road, Rishikesh-249201. (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

Second Part

M/s having its registered office at (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part.

WHEREAS the 'Client' is desirous to engage the 'Agency' for annual rate contract for supply & replacement of HPSV lamp fixture by Led light fixture at AIIMS, Rishikesh on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed at AIIMS, Rishikesh site. The Client shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at AIIMS, Rishikesh site. The Client shall have no liability in this regard.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. In case of non-compliance with the contract, the Client reserves its right to:
 - a. Cancel / revoke the contract; and / orb. Impose penalty up to 10% of the Total Value of contract.
5. **PAYMENT TERMS:** - The tenderer may submit running account bills after completion of supply & replacement of fixture, as per satisfaction of the competent authority. Payment shall be released after the successful completion of the part for supply & replacement of led light fixture, full satisfaction of the Competent Authority & receipt of bill, after deducting TDS as per Income Tax Rules and any other deductions as per Government rules. However, the work shall have to be completed within the stipulated period. **100% PAYMENT WILL BE MADE AFTER** for supply & replacement of led light fixture subject to submission of Performance Guarantee for 10% value of the order. Amount of EMD of successful bidder can be included in Performance guarantee in contractor's request. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque/Demand Draft /Pay order of any Scheduled Bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank in accordance with the prescribed form valid for three months. **OTHERWISE 90% PAYMENT WILL BE RELEASED AFTER SUPPLY&BALANCE 10% PAYMENT/** (or Performance guarantee if submitted) **WILL BE RELEASED AFTER THREE MONTHS** after full satisfaction of competent authority. Payment shall be made through Account Payee Cheque or Electronic Clearing System only by DDO, AIIMS Rishikesh and the charges shall be deducted from the bill.
6. The Agency shall be fully responsible for timely payment of wages and any other dues to the personnel deployed by it at AIIMS, Rishikesh site.
7. The Agency also agrees to comply with Terms and Conditions mentioned in AIIMS Rishikesh Tender No. 47/01/LED-fixture/2017/RIS/ES-54 dated 05.02.2018.

AIIMS Rishikesh Tender Enquiry F.no 47/01/LED-fixture/2017/RIS/ES-54

8. Decision of Client in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
9. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.
10. In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Rishikesh.
THIS AGREEMENT will take effect for one-year for supply & replacement of HPSV lamp fixture by led light fixture.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Rishikesh in the presence of the witness

For and on behalf of the 'Agency'

for and on behalf of the 'AIIMS, Rishikesh'

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the 'Agency'

Stamp/Seal.

SIGNED, SEALED AND DELIVERED

By the said _____

By the said _____

_____ (Name)

_____ (Name)

Er. N.P. Singh, Executive

_____ on

Engineer (E) on behalf of Director AIIMS,

Behalf of the 'Agency' in presence of

Rishikesh in presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

AIIMS Rishikesh Tender Enquiry F.no 47/01/LED-fixture/2017/RIS/ES-54

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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 CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, 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, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 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.
- 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. : Tender Enquiry F.no 47/01/LED-fixture/2017/RIS/ES-54 Page 16 of 17 formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 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.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, 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.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 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.

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- The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key
- Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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 & a bid Tender No. : Tender Enquiry F.no 47/01/LED-fixture/2017/RIS/ES-54 Page 17 of 17 summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 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

- 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.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120- 4001002.

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AIIMS, Rishikesh
FINANCIAL BID

To,

Executive Engineer,
Virbhadr Marg, AIIMS,
Rishikesh (Dehradun)

Dear Sir,

Our quoted rate for Annual Rate Contract for Supply & Replacement of HPSV Lamp Fixture by Led Light Fixture, at AIIMS, Rishikesh will be as follows: -

Specification of Lights:

1. Led light should be made up of pressure die casting housing with toughened glass, IP 66 and impact resistance of IK07.
2. Operating voltage range 140-270V.
3. Average life 50000 hours.
4. Electronic driver SMPS base constant current supply (short circuit protection, over voltage protection, surge voltage protection and other safety test as per IS15885 part-2/sec 13.
5. Housing (heat sink) for thermal management, sturdiness & excellence corrosion resistant. Cable gland is used for maintaining ingress protection.
6. Lumen efficiency of LED>140lm/w with pc lens to ensure of better light distribution & led street light efficiency>=100 lm/w.

List of Electrical items

S. No.	Items description	Make	Unit	Unit	Rate per unit inclusive of all taxes (in Rs.)	By Back rate of existing fixture. (in Rs.)	Total Amount inclusive of all taxes (in Rs.)
1	Supply & replacement of HPSV (150 watt) lamp fixture by 90 watt LED light fixture for 8 meter pole height	Havells/Bajaj /CG/Philips	Nos	159			
2	Supply & replacement of HPSV (70watt) lamp fixture by 60 watt LED light fixture for 4 meter pole height	Havells/Bajaj /CG/Philips	Nos	62			