TENDER
FOR

"Annual Rate Contract for Supply of Diesel at AIIMS Rishikesh"

Tender No.: 02/EE/Electrical/2026-27

All India Institute of Medical Sciences Rishikesh 249202 Uttarakhand India.

Office of Executive Engineer AIIMS Rishikesh.

Email: - engg.aiims.rishikesh@gmail.com

Signature of the Bidder with Company Seal

Tender No.02/EE/Electrical/2026-27 Dated:- 23-09-2026

Index of Tender Document

S. No.	Description	Pages
1	Information & Instruction for Contractor	3-4
2	Notice Inviting e-Tender	5-6
3	Tender (CPWD-7/8)	7-8
4	Schedules A to F	9-12
5	Sub: - Amendment in general conditions of contractor (GCC) maintenance works -2023 The following provision of GCC-2023 is modified as under	13-14
6	Integrity Pact	15
7	Offer forwarding letter/tender submission letter	16
8	Pre-contract integrity pact	17
9	Terms and conditions	18-25
10	Form of earnest money (bank guarantee bond)	26
11	Additional Conditions of Contract	27-31
12	Tender form (Annexure 1 to 7)	32-36
13	Price Bid (Schedule of Quantity)	37

Signature of the Bidder with Company Seal

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF NIT ANDTO BE UPLOADED ON WEBSITE

The Executive Engineer, AIIMS Rishikesh on behalf of Director, AIIMS Rishikesh invites rate contract e-tenders for Approved and eligible OEM/suppliers of **IOCL/HPCL/BPCL/Reliance/Nayara, whose Depot/ diesel pump is situated within 80Km radius from AIIMS Rishikesh,** for "**Annual Rate Contract for Supply of Diesel at AIIMS Rishikesh.**"

S. no	NIT No.	Name of work & Location	Estimated cost put to bid (Rs.)	Earnest Money.	Validity of the Rate Contract. (12 Months from date of agreement)	Tender filling start date.	Date & time of Pre Bid Meeting	Last date of online submission of bid, copy of Bid Security Declaration and other documents as specified in the bid document.	Date & time of opening of bid
1	2	3	5	6	7	8	9	10	11
1	**02/EE/Electrical /2026-27**	**Annual Rate Contract for Supply of Diesel at AIIMS Rishikesh**	1,15,00,000.00	Nil	12	From 23/09/ 2026	At 03:00 PM on 30/09/2026	Up to 03:00 PM on 15/10/2026	Up to 03:00 PM on 16/10/2026

1. The intending bidder must read the terms and conditions of CPWD-6 form carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. NIT documents can be seen and downloaded from website www.aiimsrishikesh.edu.in or https://eprocure.gov.in
4. Those contractors are not registered on the website mentioned above, are requested to get registered beforehand.
5. The intending bidder must have valid class-III digital signature to submit the bid.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of PDF Format.
8. Contractor must ensure to quote rate in the prescribed columns meant for quoting rate in figures.

   However, if a bidder quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest bidder.
9. The successful bidders has to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within fifteen (15) days from the date of award of this tender in his favor and also required to furnish the PBG @ **1%** or as per latest guidelines of ministry of finance and Department of expenditure against performance guarantee of approximate value in the form of FDR from any Nationalized/Schedule bank duly pledged in favor of AIIMS, Rishikesh & payable at Rishikesh only.

10. List of Documents to be scanned and uploaded within the period of bid submission:

I. Bid Security declaration (TO BE TYPED ON NON-JUDICAL STAMP PAPER OF RS.10/-).

II. Certificate of Registration for GST and acknowledgement of GST filed return up to previous quarter.

III. Singed with company seal on each page of NIT and documents uploaded with bid.

IV. Annual Financial Turnover should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years.

V. Audited Balance sheet by chartered Accountant of last 3 Years.

VI. OEM/Authorizations certificate from IOCL/HPCL/BPCL/Reliance/Nayara etc.

VII. Undertaking and supporting documents for distance measurement, which show the diesel pumps/Distributor/Depot/OEM are situated within 80Km radius from AIIMS Rishikesh

Or

an Undertaking that the bidder shall associate with any petrol pump within 80 KM radius so that Diesel can deliver on time.

VIII. Contact details: Valid Email Id and Telephone Number.

IX. Check list must be filled properly as per required documents attached in Bid otherwise tender may be rejected

11. The firm/agency may satisfy the following conditions and attach self-attested copy of the same with the bid:

- Firm shall be registered with the Government of Uttarakhand / Central Government.
- The firm shall have valid VAT/ Sales Tax No. and IT PAN.
- The firm should not be black listed by any Govt. Agency/Dept.

12. Only Authorized signatory will be permitted to sign any type of documents.

13. The soft copies of documents uploaded by contractors on CPP Portal. The same (hard copy) of documents should also to be submitted in the office of Executive engineer (Electrical) (Tender box) in before the last date/due time of submission of tender. Those who fail to submit hard copies are treated as disqualified for the further process of tendering.

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CPWD – 6

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

Item rate bids are invited on behalf of Director, AIIMS Rishikesh e-Tender from Indian Oil Companies or authorized dealers of Indian Oil Companies.

Name of Work: - "Annual Rate Contract for Supply of Diesel at AIIMS Rishikesh"

1.1 The estimated to Cost of procurement is Rs. 1,15,00,000.00**/-**. This estimate, however, is given merely as a rough guide.

1.2 Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below: -

Criteria of eligibility for submission of bid documents.

1.2.1 An Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 8 **(or other standard Form as mentioned)** which is available as a Govt. of India Publication and available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.

1.2.2 The time allowed for carrying out the work will be 12 Months from the date of startas defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

1.2.3 The bid document consisting of plans if any, specifications, of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from **website www.aiimsrishikesh.edu.in** or **https://eprocure.gov.in.**

1.2.4 After submission of the bid, the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

1.2.5 While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of time (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

1.2.6 Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Bankers Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of AIIMS Rishikesh shall be scanned and uploaded to the e-tendering website within the period of tender submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids. The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT. This receipt shall also be uploaded to the e-tendering website by the intending bidder up to the specified bid submission date and time.

1.2.7 Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited (as per the latest guidelines of Ministry of finance and department of expenditure) and other documents scanned and uploaded are found in order. EMD must be valid for 120 days from last date of submission of bid (Bid validity period 75 days+45 days beyond bid).

1.2.8 The Bid submitted shall become invalid and e-Tender Processing Fee shall not be refunded if:

(i) The bidders is found ineligible.
(ii) he bidders do not upload scanned copies of all the documents (including GST) as stipulated in the bid document.
(iii) If any discrepancy is noticed between the documents as uploaded at the time of Submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
(iv) If a tender quotes nil rates against each items in item rate tender or does not quote any discounted rates on any section, the tender shall be treated as invalid and will not be considered as lowest tenderer.

1.2.9 The contractor whose bid is accepted will be required to furnish performance guarantee of 1**%(One Percent)** of the approximate value (Based on approximate quantity) of or as per latest guidelines of ministry of finance

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and Department of expenditure of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited (as per the latest guidelines of ministry of finance and department of expenditure) by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with the bid shall be returned after receiving the aforesaid performance guarantee.

1.2.10 The competent authority on behalf of the Director of AIIMS Rishikesh does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

1.2.11 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

1.2.12 The competent authority on behalf of the Director of AIIMS Rishikesh reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

1.2.13 The Vendor/Supplier/Dealer shall not be permitted to tender for works in AIIMS Rishikesh in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer, Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in AIIMS Rishikesh. Any breach of this condition by the contractor would render him liable to reject his Bid submitted by him.

1.2.14 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such person who had not obtained the permission of the Government of India as previously mentioned before submission of the tender or engagement in the contractor's service.

1.2.15 The bid for the works shall remain open for acceptance for a period of **90 (Ninety)** days from the date of opening of Financial bids.

1.2.16 This notice inviting Bid shall form a part of the contract document. The successful bidders /contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -

a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

1.2.17 In case the bidder withdraw tender or make any modification in the terms & condition of the Tender which is not acceptable to the department. On view of earnest money non-deposit Following bid security declaration, the dealer shall be suspended for two years and shall not be eligible to bid for AIIMS, Rishikesh tenders from date of issue of suspension order.

Signature of the Bidder with Company Seal

CPWD – 7/8

GOVERNMENT OF INDIA
AIIMS Rishikesh

~~Percentage Rate Tender~~ /item Rate ~~& Contract for Works~~

Tender for the work of: **"Annual Rate Contract for Supply of Diesel at AIIMS Rishikesh."**

(i) To be uploaded by 15:00 Hours on 23/09/2026 at https://eprocure.gov.in.

(ii) To be opened in presence of tenderers who may be present at 15:00 Hours on 16/10/2026 in tender office, AIIMS Rishikesh.

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Director of AIIMS within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of its opening and not to make any modification in its terms and conditions.

If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said Director of AIIMS Rishikesh or his successors, in office shall without prejudice to any other right or remedy to take action , Further, if I/We fail to commence work as specified, I/We agree that Director of AIIMS Rishikesh or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work. Non –Submission of performance Guarantee or award of work, I/We shall be suspended for one year and shall not be eligible to bid for AIIMS, Rishikesh tenders from date of issue of suspension order.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I / we shall be debarred for tendering in AIIMS, Rishikesh in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Signature of the Bidder with Company Seal

Dated **:-**.....

Signature of Contractor**:-**
Postal Address**:-**

Witness :-
Address: -
Occupation :-

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of the Director, AIIMS Rishikesh for a sum of Rs..... .....(Rupees..... ....).

The letters referred to below shall form part of this contract / agreement: -

(a)

(b)

(c)

For & on behalf of Director
Signature .....

Signature of the Bidder with Company Seal

PERFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities, (enclosed) pages	A**s mentioned in CPP Portal**

SCHEDULE 'D'

Extra schedule for specific requirements / documents for the work, if any.	Conditions of contract, Special Conditions, Terms & conditions for routine maintenance & Operations (Page 26 to 42), General Conditions

SCHEDULE 'E'

Reference to General Conditions of contract: -	General Conditions of Contract for CPWD work – 2023 Maintenance Work with amendments issued upto last date of submission of bid**. (Except Clause 25)**
Name of work:	**Annual Rate Contract for Supply of Diesel at AIIMS Rishikesh.**
Estimated cost of work: -	Rs.1,15,00,000/-(To be procure in piece meal manner)
(i) Earnest money: -	Nil
(ii) Performance Guarantee: -	1% of the tender value (Exempted for the OEM)
(iii) Security deposit: -	N/A

SCHEDULE 'F'

General Rules & Directions: -

Officer inviting tender:	Executive Engineer (Elect), AIIMS, Rishikesh.
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	See below

Definitions:

2 (v)	Engineer-in-Charge	Superintending Engineer (Elect), AIIMS, Rishikesh.
2 (viii)	Accepting Authority	Executive Director, AIIMS, Rishikesh.
2 (x)	Percentage on cost of materials and labour to cover all overheads and profits.	**15%**
2 (xi)	Standard schedule of Rates	**Market Rate**
2 (xii)	Department	**Engineering Department, AIIMS, Rishikesh**
9 (ii)	Standard CPWD contract form GCC 2023	**CPWD form 8 as modified and corrected upto last date of submission of bid.**

Clause 1

Time allowed for submission of Performance Guarantee, and applicable labor license, registration, with EPFO, ESIC, and BOCW welfare Board or proof of applying thereof from the date of issue of letter of acceptance.	**12 Days**
	3 days
Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee (to paid separately) beyond the period provided in (i) above.	
Clause 2 Compensation for delay	Yes
Authority for fixing compensation under clause 2/2A	Superintending Engineer, AIIMS, Rishikesh
Clause 2A Compensation for delay for maintenance works estimated cost up to 25 lakhs	**Yes**
Clause 5 :Time & extension for delay Number of days from the date of issue of letter of acceptance for reckoning date of start	15 **days**

Note:- Levy of compensation under clause-2 will be levied by the **Superintending Engineer, AIIMS,Rishikesh .**

MILE STONE (S) AS PER TABLE GIVEN BELOW

Table of Milestone (s)

Sl. No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	% Amount of tendered cost to be with-held in case of non-achievement of milestone
---NIL---			

Time allowed for execution of work	12 months
Authority to decide:	
1. Extension of time	Executive Engineer (Elect), AIIMS, Rishikesh.
Clause 5A : **Time is the essence of contract**	Applicable
Clause 5/5A	
Authority to give fair and reasonable extension	Executive Engineer (Elect), AIIMS, Rishikesh.
Of time for completion of work	
	Yes

Clause 6

Computerized Measurement Book

Clause 7 Payment of intermediate certificate to be regarded as advances

Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	Rs. 10,00,000.00/-

Clause 7A

Whether Clause 7A shall be applicable.	Yes

Clause 10A

List of testing equipment to be provided by the contractor	N/A

Clause 10 B: Secured Advance on material

Whether clause 10B shall be applicable	Yes

Clause 10C – Payment on account of increase in prices/Wages due to Statutory Order(s)

Component of labour expressed as percent of value of work

Clause 10CC

Payment due to Increase/Decrease in Price/Wages after Receipt of Tender for Works.	Not Applicable.

Clause 11: Work to be Executed in Accordance with **N/A**

Specifications, Drawings, Orders etc

Specifications to be followed for execution of work

Clause 12: Deviation/Variations Extent and Pricing

(a) Authority to decide deviation upto 1.25 times Of tendered amount.	Executive Engineer (E) , AIIMS, Rishikesh
(b) Authority to decide deviation beyond 1.25 times upto 1.5 times of tendered amount	Superintending Engineer, AIIMS,Rishikesh
12.2 & 12.3 - Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work/ maintenance / Additional / Alternation work.	As per CPWD GCC-2023 for maintenance work as amended/modified up to last date of submission of bid.
12.5- Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work .	As per CPWD GCC-2023 for maintenance work as amended/modified up to last date of submission of bid

Clause 16: Action in case work not done as per specifications

Competent Authority to decide reduced rates	Superintending Engineer, AIIMS Rishikesh.

Clause 18: Contractor to supply tool & plant

List of mandatory machinery, tools & Plants to be deployed by the contractor at site

Clause 19 C	N/A
Clause 19 D	N/A
Clause 19 G	N/A
Clause 19 K	N/A
Clause 19L	N/A

The ESI & EPF Contribution on part of employer in respect of contract shall be paid by contractor. The contribution on part of employer part by contractor shall be reimbursed by ESI& EPF to contractor on actual basis.

Clause 25: Settlement of Disputes and Arbitration
Constitution of Dispute Redressable Committee (DRC) As Mentioned at

Clause 32: Employment of technical staff & employee

Sub: - Amendment in general conditions of contractor (GCC) maintenance works -2023
The following provision of GCC-2023 is modified as under

Existing Provision	Modified Provision
Clause 25 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 or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer/CPM, or where there is no Chief Engineer/CPM, the Additional Director General/Special Director General(CE/ADG/SDG) who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/CPM/ADG/SDG. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc. The DRC will submit its decision to the concerned ADG/SDG for acceptance. ADG/ SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or otherwise on the said decision if the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the ADG/SDG fails to give his acceptance in the	**Arbitration & Reconciliation** a) In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by AIIMS. b) The award of the Arbitrator shall be binding upon the parties to the dispute. c) Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be held at Rishikesh and the language of the proceedings shall be in English. Subject to the above, the Courts at Rishikesh alone shall have the jurisdiction to deal any disputes between the Parties pertaining to the contract. d) The cost of arbitration shall be borne equally by both the parties. e) Work under the contract shall be continued during the arbitration proceedings. f) Failure to comply with any of the above conditions can result in termination of the Contract, forfeiture of the security deposit, penalty as may be decided by AIIMS and future blacklisting of the contractor.

aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) ADG/ SDG then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), ADG/SDG or on expiry of aforesaid the time limits available to DRC/ ADG/SDG may give notice to the Chief Engineer/CPM, CPWD, in charge of the work or if there be no Chief Engineer/ CPM, the Additional Director General /Special Director General of the concerned region of CPWD or if there be no Additional Director General/ Special Director General, the Director General, CPWD for appointment of arbitrator one prescribed proforma as per Appendix XVII under intimation to the other party. 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. The CE/CPM/ADG/ SDG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/SDG /DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator In the event of a) A party fails to appoint the second Arbitrator, or b) The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Director General; CPWD shall appoint the second or Presiding Arbitrator as the case may be. (ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall be applicable. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving	

reference to the decision of the ADG/ SDG on the finding / recommendation of DRC. It is also a term of this contract that member(s) of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts, and further he shall have earlier worked at a level not lower than Chief Engineer/ equivalent (i.e. Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator. Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that fees payable to arbitral tribunal shall be as approved by DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ /137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). This fee shall be shared equally by parties. The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.	

Amendment in CPWD GCC 2023 Maintenance Work.

Sr.no	Existing Provision	Modified Provision (Read as)
1	C.P.W.D	AIIMS Rishikesh.
2	President of India	Director of AIIMS Rishikesh
3	SE of Circle	SE of AIIMS Rishikesh.
4	CE of Zone	Director of AIIMS Rishikesh.
5	DDH	EE (Civil)
6	Government of India	AIIMS Rishikesh
7	CPWD Contractor's Labour Regulations.	Labour Regulations of Government of India/State.
8	ADG	Director of AIIMS Rishikesh.
9	Settlement of Disputes & Arbitration(Clause 25)	Modified (attached at page no.16)

INTEGRITY PACT

To, ……
……..
……..

Sub: "Annual Rate Contract for Supply of Diesel at AIIMS Rishikesh"

Dear Sir,

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

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

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

Yours faithfully,
Executive Engineer (E)
AIIMS Rishikesh

OFFER FORWARDING LETTER/TENDER SUBMISSION LETTER
(To be typed submitted in the letter Head of the Company/firm of Bidder)

To,
Executive Engineer (E),
AIIMS Rishikesh,

Sub: "Annual Rate Contract for Supply of Diesel at AIIMS Rishikesh"

Dear Sir,

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

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

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

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

Authorized Representative of Bidder

Signature:
Name :
Address :

Place:
Date:

Signature of the Bidder with Company Seal

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on…… Day of the month of……20…….

Between

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH having its office at AIIMS VEERBHADRA MARG RISHIKESH–249203, (Hereinafter called which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

And

M/s…… with office at…… represented by Shri……, Post held. . . . . (hereinafter …… called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both AIIMS RISHIKESH and BIDDER referred above are jointly referred to as the Parties]

AIIMS RISHIKESH intends to award, under laid down organizational procedures, Purchase orders /contract/s against Tender /Work Order /Purchase Order No.

AIIMS RISHIKESH desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

1. Enable AIIMS RISHIKESH to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and AIIMS RISHIKESH will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

A. Clause.1. Commitments of AIIMS RISHIKESH

1.1 AIIMS RISHIKESH undertakes that AIIMS RISHIKESH and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 AIIMS RISHIKESH will, during the tender process / pre-contract stage, treat all BIDDERs with equity and reason, and will provide to all BIDDERs the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs in relation to tendering process or during the contract execution.

1.3 All the officials of AIIMS RISHIKESH regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

1.4 If the BIDDER reports to AIIMS RISHIKESH with full and verifiable facts any misconduct on the part of AIIMS Rishikesh's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by AIIMS RISHIKESH, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS RISHIKESH. Further, such an Associate may be debarred from further dealings related to the contract

Signature of the Bidder with Company Seal

process. In such a case, while an enquiry is being conducted by AIIMS RISHIKESH the proceedings under the contract would not be stalled.

B. Clause 2. Commitments of BIDDERs/ Contractors

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RISHIKESH, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RISHIKESH or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with AIIMS RISHIKESH for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AIIMS RISHIKESH.

2.3 * BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 * BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 * The BIDDER further confirms and declares to AIIMS RISHIKESH that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS RISHIKESH or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of

AIIMS RISHIKESH or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of AIIMS RISHIKESH, or alternatively, if any relative of an officer of AIIMS RISHIKESH has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly

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or indirectly, with any employee of AIIMS, RISHIKESH.

C. Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

a. The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

c. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, AIIMS RISHIKESH is entitled to disqualify the BIDDER from the tender process.

d. Clause.4. Earnest Money Deposit (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount _____as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of _____

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment

(iii) Any other mode or through any other instrument.

4.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the

BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

- **Clause.5. Consequences of Violation / Breach**

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle AIIMS RISHIKESH to take all or any one of the following action, wherever required: -

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the UBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the AIIMS RISHIKESH, along with interest.

vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

Signature of the Bidder with Company Seal

vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii. To recover all sums paid in violation of this Pact by BIDDER(s)to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.2 AIIMS RISHIKESH will be entitled to all or any of the actions mentioned in Para 5.1 (i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of AIIMS RISHIKESH to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

- **Clause.6. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to AIIMS RISHIKESH, if the contract has already been concluded.

- **Clause.7. Independent External Monitors**

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and address of IEMs are given below: -

(1) Shri Rais Ahmad, IOFS (Retd.) Independent External Monitor (IEM), AIIMS- R Address: Mahagun Moderne,Tower: OSIMO-240, Sector – 78, Noida – 201301 Mobile No.: 9910007239. Email ID: ahmadrais1959@gmail.com
(2) Mrs. Usha Chandrasekhar, IPoS (Retd.) Independent External Monitor (IEM), AIIMS-R Address: Flat No. C-5, Bollineni Homes, Near Hitech Theatre, Madhpur, Hyderabad-500081 Mobile No.: 9449872140. Email ID: ushacandrashekhar@gmail.com

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement,

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including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department! within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

- **Clause.8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

- **Clause.9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

- **Clause.10. Other Legal Actions**

In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMS RISHIKESH or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

- **Clause.11. Law and Place of Jurisdiction**

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Rishikesh Jurisdiction.

- **Clause.12. other legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

- **Clause.13. Validity and Duration of the Agreement**

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The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at_____on _____

AIIMS RISHIKESH	**Bidder**
Signature	Signature
Name and Designation	Name and Designation
_____	_____
Witness	Witness
1……	1……
2……	2……

* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS RISHIKESH in regard to involvement of Indian agents of foreign supplier.

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TERMS AND CONDITIONS

1. Conditional bids would be summarily rejected.

2. **FINAL INSPECTION: -** It will be carried out by Engineer-in –Charge. In case any deficiency noticed during Inspection, the Vendor at his own cost & risk will attend the same.

3. AIIMS will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Contract Work. Receipt of any complaints on this ground viewed seriously. It is expressly understood that the manpower deployed by the contractor are not on the rolls of AIIMS and no legal relationship of whatsoever subsists between AIIMS and such personnel employed by the contractor.
4. In case of any damage to AIIMS's property/premises for which Bidder/dealer is accountable, the contractor will be liable to pay the compensation to AIIMS as may be advised by AIIMS. The contractor shall also take full responsibility and compensate AIIMS for any loss/damage/break-down caused to the installation due to negligence of his workers.

5. **AIIMS will not be responsible for any accident/injury/death caused to the employees provided by the dealer at site. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by AIIMS in this regard.**

6. Integrity Pact (IP) shall be applicable for all tenders / contracts as indicated in tender document. This integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Technical bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with AIIMS shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

7. **Performance bank guarantee:**
   Upon acceptance of Tender, the successful Bidder is required to deposit an amount equivalent to **5% or as per the latest guidelines** of the approximate value (Based on Approximate Quantity per Year) as Performance Bank Guarantee. The Performance bank guarantee should be furnished within 15 days from the date of Letter of acceptance to the contractor. Performance bank guarantee may be furnished in the following forms: -

a) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. in the form of FDR only.
b) The Bank Guarantee shall not carry any interest.
c) The Performance Bank Guarantees should remain valid for a period of sixty days beyond the rate contract of all contractual obligations of the contractor including warranty obligations and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by AIIMS and same will be release after sixty days of completion of rate contract.
d) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as may be advised by AIIMS. AIIMS shall not be liable for issue of any reminder son expiry of the Bank Guarantees.
e) In case the Bank Guarantees are not extended before the expiry date, AIIMS reserves the righ to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder/contractor.
f) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank only through and amendment in an appropriate non-judicial stamp paper.
g) The Original Bank Guarantee may be sent directly by the Bank to AIIMS under Registered Post (Acknowledgement Due), addressed to the Executive Engineer (E), AIIMS, Virbhadra Road Shivaji Nagar, Near Barrage, Stuaida colony, Rishikesh-249203.

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h) AIIMS reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual Obligations or in the event of termination of contract as per terms and conditions of Contracts with AIIMS.

8. **Security Deposit: -**
   NIL

9. **No any type of Advance will be given to supplier.**

10. **Payment Terms: -**
    100% payment within 30 days after successful supply of the Diesel at site.

Payment will be made as per terms and conditions of tender document. However, it may depend on availability of funds. It can be delay due to scarcity of funds.

Executive Engineer (E),
AIIMS Rishikesh

Signature of the Bidder with Company Seal

FORM OF EARNEST MONEY (BANK GUARANTEE BOND)

WHEREAS, contractor..... (Name of contractor) (Hereinafter called "the contractor") has submitted his tender dated .....(date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we ..... (name of bank) having our registered office at . ..... (hereinafter called "the Bank") are bound unto ..... (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs..... (Rs. in words .....) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

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

The Conditions of this obligation are:

(1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender(including extended validity of tender) specified in the Form of Tender;

(2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR

(b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR

(c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR

(d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due tohim owing to the occurrence of one or any of the above conditions, specifying the occurred condition orconditions.

This Guarantee will remain in force up to and including the date. * after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect ofthis Guarantee should reach the Bank not later than the above date.

DATE SIGNATURE OF THE BANK

WITNESS SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

Signature of the Bidder with Company Seal

ADDITIONAL CONDITIONS OF CONTRACTS

1.) The quotations received after this deadline & unsealed shall not be entertained under any circumstances whatsoever. In case of postal delay this Institute will not be responsible.

2.) Performance Guarantee: The contractor whose bid is accepted will be required to furnish 5% performance guarantee within fifteen days of issue of LOA and should be in favour of 'AIIMS Rishikesh'. This guarantee may be in the form of Banker's cheque of any public sector bank/Demand Draft of any public sector bank/ Fixed Deposit Receipts or Guarantee Bonds of any public sector bank. In case the contractor fails to deposit the said performance guarantee within the period as indicated above, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

3.) Rates must be quoted as per the format specified Taxes extra if any must be written separately. 4.) Becoming L1 will not be the criteria for awarding of purchase order unless the rates are reasonable & Justified.

4.)L1 will be decided on basis of minimum effective buying price of and diesel considering maximum discount on **Retail selling price of Rishikesh Rs. /litre basis.**

5.) Please note that the successful bidder will be selected on the basis of minimum effective buying price offered to the institute considering the discount offered with respect to the respective retail selling price at Rishikesh on the date of opening of financial bid.

6.) The firm/agency may satisfy the following conditions and attach self-attested copy of the same with the quotation:

- Firm shall be registered with the Government of Uttarakhand / Central. Government.
- The firm should not be black listed by any Govt. Agency/Dept.

7) All the test check will be performed at the site at the time of unloading the diesel, all required items will in the scope of vendor required for testing the diesel.

8) Supply will be delivered in office hours only, expect exceptional cases.

9) Quotation qualified by such vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly. Any conditional bid shall be rejected summarily.

10) Delivery Period – Same day from issuing purchase order.

11) Payment Terms: Payment will be made only after satisfactorily delivery and inspection of material by the AIIMS Rishikesh.

12) Disputes: -In the event of any dispute or disagreement arising between the Supplier and any other department of AIIMS Rishikesh with regards to the interpretation of "Terms & Conditions" of this inquiry, the same shall be referred to the Director, AIIMS Rishikesh whose decision will be final and binding upon the Supplier.

13) Bid must be submitted in tender box the following Addresses.
Executive Engineer Office, Tender Box AIIMS
Rishikesh

14) AIIMS, Rishikesh reserves the right to reject any quotation or part or the whole of inviting quotation process without assigning any reason. Decision of the AIIMS, Rishikesh will be final in this regard.

15) RTGS/NEFT details need to be furnished by the supplier with the bid on the letter head of supplier/firm/agency.

16) The payment to the successes full bidder shall be released within one month after the satisfactory receipt of the goods /articles ordered. Advance payment will not be made under any circumstances.

17) Bidder should submit authorizations certificates of IOCL/HPCL/BPCL/Reliance etc.

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18) The rate contract with the successful bidder shall be valid for the period of one year from the date of awarding the contract. The annual rate contract awarded as a result of this tender document will be in the nature of a standing offer. Actual supply order may be placed from time to time. No guarantee can be given as to the minimum or actual usage and consequential supply orders.

19) AIIMS Rishikesh does not commit any quantity, only the anticipated drawl is mentioned without any commitment.

20) The rate contract will be guided by "Fall Clause" mentioned in Manual for procurement of GOODS 2022, 8.1.14(as described in Annexure-A).

21) AIIMS Rishikesh has the option to renegotiate the price with the rate contract holders.

22) AIIMS Rishikesh reserves the right to conclude one or more than one rate contract for the same items.

23) The rates quoted would be valid for a period of one year or such extended period by mutual consent, as thecase may be from the date of execution of the contract.

24) Initially the validity of contract is 12 months if the Performance of the work found satisfactory the work may be extended for next 12 months with same terms and conditions as per direction of AIIMS Authority.

25) Bidder has to submit online downloaded copy for rate justifications of same date and time which will be cross verified with HSD bill and will be submitted for payment.

Or

Any authentic documents issued by OEM to supplier for justification of rate of HSD/fuel.

26) Quality of HSD/Petroleum should be Conforms to BIS: 1460:2000 specification for High Speed Diesel Oil.
27) The successful bidder while delivering the diesel quantity to the institute has to provide valid test certificate of diesel from OEM only then the payment of delivered quantity will be initiated
28) AIIMS has the right to get sample to check send to third party for assay testing.
29) Consignment should be deliver on working days between 9:00am to 3:00pm except in case emergency of AIIMS Requirement.

30) Transportations have its own license and calibrated dip certificated.
31) AIIMS will be responsible of payment only after testing quality and quantity satisfactions.
32) If transportations send to fuel by lorry, then it should have duly sealed by origin depo.

33) If transportations send to fuel in drum, then it will filled in-front AIIMS representative.
34) Transportation should be with loading and unloading including all charge on F.O.R at AIIMS Rishikesh Campus,Diesel yard.
35) Supplier will responsible for any leakage if found then payment will be paid as per actual quantity found at site.
36) Supply of HSD should not be stopped, if the payment of any bill is getting delayed for some time due to unavoidable circumstances.

37) If any accident happens to vehicle under this contract, supplier is responsible for payable amount and all legal compensations with civil or criminal liability. AIIMS Rishikesh will not be responsible for the same and will not compensate for the same.

38) Supplier will have to follow all above terms and conditions. Conditions which are not mentioned here, but if any instruction is given by competent authority of AIIMS Rishikesh, Order in writing etc. will also have to be followed by supplier. If there is any breach in any terms or conditions of contract, instruction or written order

Signature of the Bidder with Company Seal

of competent authority of AIIMS Rishikesh and AIIMS Rishikesh can cancel the contract or apply any penalty in terms of amount or any other disciplinary steps to be taken will be binding to transporter.

39) In case of any delay in suppling of consignment as per our required schedule, AIIMS Rishikesh shall make alternate arrangement and any incurred additional cost of the same may be recovered from the Supplier.

40) If Supplier firm is Partnership firm, he has to provide Partnership registration letter of firm at the time of agreement. Person who is authorized to write/sign and stamp Supplier's letters, documents, cheques, etc. will only be authorized to sign tender/contract documents and to deal with AIIMS Rishikesh.

41) Rate quoted by the bidder will be firm & final included all taxes, levies etc. since the date of agreement till contract period i.e. date of termination of contract. No extra payment will be done at any cost.

42) 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.

43) Relaxation for Start-ups: All other terms & conditions will be as per the Department of Expenditure, Ministry of Finance D.O. letter No.12(11)/2017-Sl dated 22.06.2017 and Clause 03 of Department of Industrial Policy and Promotion (DIPP) O.M. No.F.20l2/02/ 2014-PPD (pt.) dated 20.09.2016. Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

44) 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 any consignment within the period prescribed for such delivery 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.

45) Cancellation of Contract in Full or in Part

AIIMS at its sole discretion can terminate the contract at any time during the period of contract, If the Contractor:

a) At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from the AIIMS, Rishikesh.; or

b) Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the AIIMS, Rishikesh.; or

c) Fails to yearly performance evaluation of the service provider/contractor by AIIMS or third party inspection report or both; or

d) Violates any of the terms and conditions stipulated in the agreement/tender document.

46) Law Governing the Contract and Court Jurisdiction

The contract shall be governed by the law for the time being in force in India. The civil court having original civil jurisdiction at Rishikesh shall have an exclusive jurisdiction in regard to all claims in respect of the Contract. No other civil court shall have jurisdiction in case of any dispute, under this contract.

47) **Use of Office Space:** No space belonging to AIIMS shall be occupied by the contractor without written permission of AIIMS.

Signature of the Bidder with Company Seal

48) Rights of AIIMS, Rishikesh

a) AIIMS reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

b) To terminate the contract or get any part of the work done through other agency or deploy AIIMS's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice period of two weeks by AIIMS in the event of:

(i) Contractor's continued poor progress
(ii) Withdrawal from or abandonment of the work before completion of the work
(iii) Contractor's inability to progress the work for completion as stipulated in the contact
(iv) Poor quality work
(v) Corrupt act of Contractor
(vi) Insolvency of the Contractor
(vii) Persistent disregard to the instructions of AIIMS
(viii) Assignment, transfer, sub-letting of contract without AIIMS's written permission
(ix) Non fulfilment of any contractual obligations
(x) In the opinion of AIIMS, the contractor is overloaded and is not in a position to execute the job as per required schedule.

c) To effect recovery from any amounts due to the contractor under this or any contract orin any other forms, the moneys AIIMS is statutorily forced to pay to anybody, due to contractor's failure to fulfil any of his obligations. AIIMS shall levy overheads of 5% on all such payments.

49) <u>Responsibilities of the contractor in respect of local laws, employment of works etc.</u>

The contractor shall fully indemnify AIIMS against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities. The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

a) The contractor at all times during the continuance of this contract shall, in all his dealing swith local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.

b) The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus &Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.

c) The Contractor shall pay all taxes, fees, license charges, deposits, tolls, royalties, commission or other charges which may be liable on account of his operations in executing the contract.

d) Contactor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

e) The Contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

Signature of the Bidder with Company Seal

f) The Contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

g) The Contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

h) All safety rules and codes applied by the AIIMS at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

i) The contactor shall arrange for such safety devices as are necessary for such type of work and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

j) Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by AIIMS/Customer. The contractor has to assist in HSE audit by AIIMS/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of AIIMS/Customer.

k) The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet given all the payments given to the workers and duly singed by the contactor's representative should be furnished to AIIMS site for record purpose, if so called for.

l) In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of AIIMS.

50) ~~Force Majeure~~

~~The following shall amount to Force Majeure:~~

a) Acts of G~~od, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution~~, flood, Fire, Cyclone~~s, Earth quake and Epidemic and other similar causes over which the contractor has no control.~~

b) If the con~~tractor suffers delay in the due execution of the contractual obligation due to delays caused~~ by force majeure as d~~efined above, the agreed time of completion of the job covered by this contract or the oblig~~ations of the contractor~~ shall be extended by a period of time equal to period of delay, provided that on the occur~~rence of any such con~~tingency, the contractor immediately reports to AIIMS in writing the causes of delay and the c~~ontractor shall ~~not be eligible for any compensation.~~

51) General Conditions of the Contract (GCC) of CPWD with Up to Dated amendment, Tender form and Special Conditions of the Contract (SCC), additional conditions of contract and NIT will form the part of the contract.

52) The General Conditions of the Contract (GCC) of CPWD can be seen and downloaded from CPWD website and given below link:- https://cpwd.gov.in/Publication/GCC_Maintenance_Works_2023.pdf **respective amended are attached at page no 18.**

53) All Annexures are to be submitted with the bids duly signed.

Signature of the Bidder with Company Seal

Annexure -1

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
Executive Engineer (E)AIIMS,
RISHIKESH RISHIKESH-

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: **"Annual Rate Contract for Supply of Diesel at AIIMS Rishikesh"**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above-mentioned 'Tender/Work' from the web site(s) namely: www.aiimsrishikesh.edu.in as per advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Private organization.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal

Signature of the Bidder with Company Seal

Annexure -2

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed submitted in the letter Head of the Company/firm of Bidder)

To,
Executive Engineer (E)
AIIMS, RISHIKESH
RISHIKESH-

Dear Sir,

Sub: **Declaration by Authorized Signatory**
Ref: i) NIT/Title of the work. Name of Tender No.....,
ii) All other pertinent issues till date

I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my company/firm for the above- mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:

Enclosed: Power of Attorney/Authorization letter

Signature of the Bidder with Company Seal

Annexure -3

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS
(To be typed submitted in the letter Head of the Company/firm of Bidder)

To,
Executive Engineer (E)
AIIMS, RISHIKESH
RISHIKESH-

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**
Ref: i) NIT/Tender No..... ,
ii) All other pertinent issues till date

I/We_____hereby declare and confirm that we have visited the site as referred in AIIMS Tender Specifications and acquired full knowledge and information about the site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out works as detailed in above-mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date:
Place:

Signature of the Bidder with Company Seal

Annexure -4

DECLARATION

(TO BE TYPED ON NON-JUDICIAL STAMP PAPER OF RS.10/-)

To,
Executive Engineer (E) AIIMS,
RISHIKESH RISHIKESH-

Ref: 1) NIT/Tender No._____

Dear Sir,

1.We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.

2.The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender/Order at any stage besides liabilities towards prosecution under appropriate law.

3.We are agreeing to bear penalty imposed upon us due to nonperformance or deficiencies or delay in work or poor workmanship in the services on our part.

4.We have no objection, if enquiries are made about the work listed by us.

5.We have not been under suspension/termination/banned/blacklisted in the preceding 2 years, till last date of submission of bid, by any PSU/Govt. Departments/PSU Banks/AIIMS or any other organization where we have worked. Further, if any of the partners/directors of our organization /firm is black listed or having any criminal case against them, our bid/offer shall not be considered. At any later point of time, if this information is found to be false, AIIMS may terminate the assigned contract immediately.

6.We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.

7.We agree that the decision of AIIMS in selection of Bidders will be final and binding to us.

Signature of authorized person Full Name & Designation

Company's Seal:
Date: Place:

1. The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.

2. The filling of this declaration is mandatory while submitting the tender documents failing which the tender will rejected out rightly.

Annexure-8

Check List

S.no.	Information for bidder	Remarks	Refer page no. of submitted bid
1	Notice Inviting Tender (read and duly signed)	Yes/No	
2	Valid Authorization certificate from OEM.	Yes/No	
3	Acceptance of Tender Condition (read and duly signed)	Yes/No	
4	General Conditions of Contract (read and duly signed)	Yes/No	
5	Proforma of Schedules (read and duly signed)	Yes/No	
6	Copy of Income Tax Return Acknowledgement for last Three years (submitted)	Yes/No	
7	Copy of PAN Card (submitted)	Yes/No	
8	Copy of GST Registration (submitted)	Yes/No	
9	Acknowledgement of GST filed return up to previous quarter.	Yes/No	
11	Annexure-1 (duly filled & signed)	Yes/No	
12	Annexure-2 (duly filled & signed)	Yes/No	
13	Annexure-3 (duly filled & signed)	Yes/No	
16	Annexure-4 (duly filled & signed)	Yes/No	
17	Check list filled (duly filled & signed)	Yes/No	
18	Price Bid	Yes/No	

Signature of Bidder(S) with Seal

Scheduled of Quantity

Price Bid

S.no	Items	Approximate annual consumption (in liters)	Maximum Discount Rs./litre for annual
1	High Speed Diesel	**1,20,000**	To be fill on CPP portal

Note: -

- The contract will be awarded to the bidder considering on the basis of minimum effective buying offered to the institute considering the discount offered with respect to the respective retail selling price at Rishikesh on the date of opening of financial bid. The minimum buying price of diesel will be calculated manually buy the institute considering RSP of that OEM at Rishikesh and Maximum discount quoted by the vendor in Financial bid.
- The bidder once qualified in technical bid has to provide details of RSP of their respective OEM on and after the date of opening of financial bid.
- **Bidder has to only quote the maximum discount Rs. / litre.**
- **Bidder has to submit selling price per litre inclusive all taxes**.
- H1 bidder will be decided as per higher quoted Discount.
- The quantity given in tender is merely based on as on date consumption of diesel, AIIMS Institute is not bound to purchase or procure the total annual quantity of diesel as mentioned in schedule of quantities.
- Quantity may decrease/Increase as per actual consumption, hence bidder cannot claim/forced to purchase the total quantity of diesel or cannot refuse to provide extra quantity as per shown in schedule of quantity.
- Since the selling price is variable, the effective price at the time of procurement will be considered the selling price on that particular day minus the discount.