#### **Tender**

#### For

# Supply Installation Testing & Commissioning of Smart Ceiling Fan Rod All India Institute of Medical Sciences, Rishikesh

Tender No: 03/EE/Electrical/2022-23



Ref No : 03/EE/Electrical/2022-23

Publishing Date : 20.12.2022 at 03:00 PM

Pre-bid Meeting : 30.12.2022 at 03:00 PM

Last Date of Submission : 03.01.2023 at 03:00 PM

Bid Opening Date : 05.01.2023 at 03:00 PM

Estimated Amount : ₹ 992440.00

All India Institute of Medical Sciences Rishikesh -249203 Uttarakhand India.

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

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## INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The Executive Engineer, AIIMS Rishikesh on behalf of Executive Director, AIIMS Rishikesh invites Item rate e-tenders from the registered contractor in the appropriate class & category of CPWD, MES, Railways, Uttarakhand state PWD, specialized firm having similar works experience for the following work: -

S.N	NIT No.	Name of work & Location	Estimated cost (Incl. all taxes) put to bid	Earnest Money	Pre-bid meeting	Stipula ted Period of Compl etion of work (in days)	Last date of online submission of bid, copy of Bid Security Declaration and other documents as specified in the bid document.	Last date of physical submission of EMD	Date & time of opening of bid.
1	2	3	4	5	6	7	8	9	10
1	03/EE/Electrical/2022-23	Supply Installation Testing & Commissioni ng of Smart Ceiling Fan Rod All India Institute of Medical Sciences, Rishikesh	₹ 992440.00	₹ 19850.00	30.12.2022 at 03:00 PM	90 Days	03.01.2023 at 03:00 PM	04.01.2023 at 03:00 PM	05.01.2023 at 03:00 PM

**1.** Last date of physical submission of EMD is not applicable for the bidder deposited EMD online in the Institute account. Bidder may deposit EMD in the institute account number :-

Account Number : 6189000100021125

Bank Name : Punjab National Bank

Branch name : Barrage const. Div., Pashulok, Rishikesh (Dehradun)

IFSC Code : PUNB0618900

- **2.** 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.
- **3.** Information and Instructions for bidders posted on website shall form part of bid document.
- **4.** The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <a href="www.aiimsrishikesh.edu.in">www.aiimsrishikesh.edu.in</a> or <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>.
- **5.** Uploading the mandatory scanned documents such as Demand draft/ Deposit at call receipt/Copy of deposit of EMD in the institute account /FDR/CD Bank guarantee of any scheduled bank towards

EMD in favour of AIIMS Rishikesh and other documents as specified.

- **6.** Those contractors not registered on the website mentioned above, are requested to get registered beforehand.
- 7. The intending bidder must have valid class-III digital signature to submit the bid.
- **8.** On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
- **9.** Contractor should upload documents in the form of PDF format only and hard copy of all the documents should be submitted in tender office before the last date of submission of Bid.
- **10.** If a tenderer does not quote any percentage above/below on the total amount of tender or any section/ sub head in item rate tender the tender shall be treated as invalid and not be considered as lowest tenderer.
- **11.** The contractor should quote the rate of item including GST as per statutory rules.
- 12. (i) The bidder shall pay the respective amount of Bid Security (EMD) as mentioned in table by a. Demand draft/ Deposit at call receipt/Copy of deposit of EMD in the institute account /FDR/CD Bank guarantee in favor of "AIIMS, Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh and must be valid for (6) six month. The EMD shall be scanned or uploaded to the e-tendering website within period of bid submission. The original EMD should be deposited in the office of EXECUTIVE ENGINEER (ELECTRICAL) within due date mentioned in the NIT. EMD receiving authority shall issue receipt of deposition to the bidder in prescribed format. Bid received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage. The original EMD will be submitted along with bid documents.
  - (ii) Earnest Money deposited with AIIMS, Rishikesh in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.
  - (iii) The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false
    - **13.** The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract with successful bidder.
  - **14.** The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within fifteen (15) days from the date of award of this tender in his favour and also required to furnish the security deposit @ 3% against performance guarantee of contract value in the form of FD/BG/TD/CD from any Nationalized/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited automatically without any notice to contractor and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licensee / registration etc.
  - **15.** The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of **90 (ninety)** days from the opening of financial bid and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The

unilateral withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the AIIMS shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.

- **16.** List of self-attested Documents to be scanned and uploaded on the CPP portal within the period of bid submission failing which the bid of the tenderer shall be rejected:
  - a. Demand draft/ Deposit at call receipt/Copy of deposit of EMD in the institute account /FDR/CD Bank guarantee of any scheduled bank against EMD.
  - Valid enlistment order of contractor in the Government department as per NIT. Not required for specialized agency.
  - c. Certificate of Registration for GST/PAN and acknowledgement of GST up to date filed return.
  - d. Copies of affidavit for sole proprietorship/partnership deed/Memorandum and article of Association along with the details pertaining to place of registration, principal place of business of the firm etc.
  - e. Certificate of work experience (As specified in Clause 1.2.1 of CPWD-6).
  - f. Singed with company seal on each pages of NIT and documents uploaded with bid.
  - g. Valid Electrical License Class-I issued by Government department.
- **17.** Only Authorized signatory will be permitted to sign any type of documents.

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

Item Rate E- Bids are invited by Executive Engineer on behalf of Executive Director, AIIMS Rishikesh invites from the registered contractor in the appropriate class & category of CPWD, MES, Railways, Uttarakhand sated PWD, state govt. specialized firm having similar works experience for the work. The work is estimated to Cost **Rs. 992440.00**. This estimate, however, is given merely as a rough guide. The enlistment of contractor should be valid the last date of submission of bids. In case the last date of submission of tender extended, the enlistment of contractor should be valid on the original date of submission of bids.

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

#### Criteria of eligibility for submission of bid documents.

#### 1.2.1 Criteria of eligibility

- (i) Successful completion certificate of three similar works each value not less than Rs. 396976.00 or two similar works each value not less than Rs. 595464.00 or one similar works each value not less than Rs. 793952.00 in last 7 years ending last day of the month previous to the one in which the tenders are invited. Similar works shall means 'Electrification work'.
  - The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of tenders.
- (ii) Demand draft/ Deposit at call Receipt/ Copy of deposit of EMD in the institute account FDR/CD Bank guarantee of any scheduled bank against EMD.
- (iii) Valid enlistment order of contractor in the Government department as per NIT. Not required for specialized agency.
- (iv) Certificate of Registration for GST/PAN and acknowledgement of GST up to date filed return.
- (v) Copies of affidavit for sole proprietorship/partnership deed/Memorandum and article of Association along with the details pertaining to place of registration, principal place of business of the firm etc.
- (vi) Singed with company seal on each pages of NIT and documents uploaded with bid.
- (vii) Valid Electrical License Class-I issued by Government department
- 1.2.2 Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7/8 (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.
- 1.2.3 The time allowed for carrying out the preventive maintenance work will be 60 days from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
- 1.2.4 The site for the work shall be made available in parts as per Institute convenience.
- 1.2.5 The bid document consisting of plans if any, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website www.aiimsrishikesh.edu.in or https://eprocure.gov.in.

- 1.2.6 The cost of tender is **Rs.1180** (inclusive GST). Those who downloads the tender document from website-should upload scan copy of DD/PO for Rs. 1180.00 (non-refundable) in favour of "AIIMS, Rishikesh", payable at Rishikesh
- 1.2.7 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.
- 1.2.8 Earnest Money in the form of a. Demand draft/ Deposit at call receipt/Copy of deposit of EMD in the institute account /FDR/CD Bank guarantee (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.
- 1.2.9 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.
- 1.2.10 The Bid submitted shall become invalid: -
  - 1.2.10.1 The bidder is found ineligible.
  - 1.2.10.2 The bidder does not upload scanned copies of all the documents (including GST) as stipulated in the bid document.
  - 1.2.10.3 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.
  - 1.2.10.4 If a tender quotes nil rates against each items in item rate tender does not quote any percentage above/below on the total amount of the tender or any section/ sub head in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- 1.2.11 The contractor whose bid is accepted will be required to furnish performance guarantee of **3%** (**Three Percent**) or as per latest guidelines of ministry of finance 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.
- 1.2.12 The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the subcontractors, if any engaged by the contractor for the said work within the period specified in schedule F.
- 1.2.13 Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require for spares, tool and tackles manpower will be arranged by bidder at his risk and cost. All necessary information as to risks, contingencies and other circumstances, which may influence or affect their bid will be taken care of by bidder while quoting. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.

Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. The work related to repairing & maintenance will be in scope of bidder. Nothing will be paid extra on basis ground that was not conversant/did not allow inspecting the actual site condition while quoting the rate.

- 1.2.14 The competent authority on behalf of the Executive 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.
- 1.2.15 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.
- 1.2.16 The competent authority on behalf of the Executive 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.
- 1.2.17 The contractor shall not be permitted to tender for works in AIIMS Rishikesh in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer, 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.
- 1.2.18 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 a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 1.2.19 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.
- 1.2.20 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 07 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.
  - b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.
  - 1.2.21 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: -
    - 1) 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.
    - 2) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable. C.P.W.D General Condition of Contract -2020 (Maintenance) with updated amendment (s) if any.

**CPWD - 7/8** 

# GOVERNMENT OF INDIA AIIMS Rishikesh

# Tender for the work of: - Supply Installation Testing & Commissioning of Smart Ceiling Fan Rod All India Institute of Medical Sciences, Rishikesh

	(i)	To be uploaded by	at https://eprocure.gov.ii
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(ii) To be opened in presence of tenderers who may be present at ...... 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 Executive 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 Executive 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 Executive 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 retendering 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.

Dated: Postal Address: -	Signature of Contractor: -
Witness: - Address: - Occupation: -	

#### **ACCEPTANCE**

behalf of the Executive Director, AIIMS Rishikesh for a sum of	mentioned heredider j is accepted by the for all off
Rs(Rupees	
).	
The letters referred to below shall form part of this contract / ag	greement: -
(a)	
(b)	
(c)	
	For & on behalf of Executive Director
	Signature

#### अनुसूचियां <u>SCHEDULES</u> [ FOR MAJOR COMPONENT]

अनुसूची 'क' **SCHEDULE 'A'** मात्राओं की अनुसूची (संलग्न)

Schedule of quantities (Enclosed)

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अनुसूची 'ख' SCHEDULE 'B'

ठेकेदार की निर्गत की जाने वाली सामग्रियों की अनुसूची

Schedule of materials to be issued to the contractor.

As per NIT

#### अनुसूची 'ग' SCHEDULE 'C'

ठेकेदार को भाड़े पर दिए जाने वाले औजार एवं संयत्र

#### Tools and plants to be hired to the contractor

क्रम सं.	विवरण	भाड़ा प्रभार प्रतिदिन	निर्गत स्थान
SI. No.	Description	Hire charges per day	Place of Issue
1	2	3	4
		NIL	

#### अनुसूची षंघ' SCHEDULE 'D'

कार्य के लिए विषेष अपेक्षाएं / दस्तावेज, यदि कोई हों, की अतिरिक्त अनुसूची

NA

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

अनुसूची (ड) SCHEDULE 'E'

ठेके की सामान्य षर्तो का संदर्भ Reference to General Conditions of contract

General conditions of contract for CPWD works 2020 (Maintenance Work) as amended up to date and special conditions attached herewith the tender document except clause-25.

Supply Installation Testing & Commissioning of Smart Name of work: :-

Ceiling Fan Rod All India Institute of Medical Science

Rishikesh

कार्य की अनुमानित लागत Rs. 992440.00 :-

Estimated cost of work

(i) धरोहर राषि Earnest money Rs. 19850.00

(ii)निष्पादन गारंटी Performance guarantee 3% of tendered value. निविदित मूल्य का 3 प्रतिषत :-

2.5% of tendered value. निविदित मूल्य का 2.5 प्रतिषत (iii) प्रतिभृति निक्षेपः Security Deposit: :-

अनुसूची 'च' SCHEDULE 'F'

सामान्य नियम एवं दिषानिर्देषः CPWD manual for substation

**General Rules & Directions:** maintenance

निविदा आमंत्रण करने वाला प्राधिकारी

Officer inviting tender – **EE**, AIIMS Rishikesh

कार्य की मर्दो की मात्रा के लिए अधिकतम प्रतिषत जिससे अधिक निष्पादित मदों के लिए दरों का निर्धारण खण्ड 12.2 और 12.3 के निम्नानुसारअनुसार होगा

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

See below

**Definitions:** 

2(v) भारसाधक इंजीनियर

> EE (E), AIIMS Rishikesh Engineer-in-Charge

2(viii) स्वीकार कर्ता प्राधिकारी

Superintending Engineer, Accepting Authority

**AIIMS Rishikesh** 

2(x) अतिरिक्त और लाभों को पूरा करने के

लिए श्रम एवं सामग्रियों की लागत पर प्रतिषतता

Percentage on cost of materials and labour to cover 15% (Fifteen per cent)

all

overheads and profits.

Standard Schedule of Rates: 2(xi) Market rates

2(xii) Department: AIIMS Rishikesh

9(ii) Standard CPWD contract Form: GCC Maintenance work 2020, CPWD Form 7/8 modified &

Corrected up to Correction slip received on the date of receipt of

tender.

खण्ड Clause 1

स्वीकृति पत्र जारी होने की तारीख से निष्पादन गारंटी के प्रस्तुतीकरण के लिए अनुमत समय

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- i) Time allowed for submission of Performance 15 days Guarantee, and applicable labour licenses, registration with EPFO,ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.
  - (उपर्युक्त i ) में दी गई अवधि के पष्चात् अधिकतम अनुमेय एक्सटेंषन
- ii) Maximum allowable extension with late fee @ 7 days 0.10% per day of performance guarantee amount beyond the period as provided in (i) above

#### खण्ड Clause 2

खण्ड 2 के तहत प्रतिकार निष्चित करने वाला प्राधिकारी

Authority for fixing compensation under clause 2 Superintending Engineer AIIMS Rishikesh

खण्ड Clause 2A

क्या खण्ड 2 क लागू होगा

Whether clause 2A shall be applicable No

खण्ड Clause 5

कार्य आरंभ की तारीख की गणना के लिए स्वीकृति पत्र के जारी होने की तारीख से दिनों की संख्या

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

लक्ष्य नीचे दी गई सारणी के अनुसार

Mile stone(s) as per table given below: N.A

कार्य निष्पादित करने के लिए अनुमत्य समय

Time allowed for execution of work 90 DAYS

**Authority to decide** 

(i) Extension of Time Superintending Engineer),
AIIMS Rishikesh

(ii) Rescheduling of mile stones Superintending Engineer

(iii) Shifting of date of start in case of delay in **EE (E), AIIMS Rishikesh** handing over of site

खण्ड Clause 7

अंतरिम भुगतान के लिए पात्र होने के लिए अंतिम ऐसे भुगतान के बाद कुल भुगतान एकत्रित सामग्रियों के अग्रिमों के समायोजन सहित किया जाने वाला कुल कार्य

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

payment

खण्ड Clause10A

कार्यस्थल प्रयोगषाला में ठेकेदार द्वारा उपलब्ध कराये जाने परीक्षण उपकरण की सूची

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

N.A.

N.A

15 days

Page **13** of **33** 

खण्ड Clause10B(ii)

क्या खण्ड 10 ख ;पपद्ध लागू होगा

Whether clause 10B (ii) shall be applicable

N.A.

खण्ड Clause10C

Component of labour expressed as Percent of

value of work

N.A

खण्ड Clause 10CC - NOT APPLICABLE.

खण्ड 10 गग उन संविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अगले कालम में दर्षाई गई अवधि से अधिक अनुबंधित है। Clause 10CC to be applicable in DELETED with sipulated period of compensation

खण्ड Clause 11

कार्य निष्पादन के लिए अनुपालन

CPWD manual for substation maintenance.

**Months** 

Specifications to be followed for

execution of

work

खण्ड Clause 12

Type of Work

**Maintenance Work** 

12.2 & 12.3

विचलन सीमा जिसके परे खण्ड 12.2 तथा 12.3 भवन निर्माण

exceeding the period shown in next column

कार्य के लिए लागू होंगे

Deviation limit beyond which clauses 12.2 & 12.3

shall apply for this works.

50%

12.5

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

N.A

(ii) Deviation limit for item in earth work subhead

of DSR or related items )

N.A

खण्ड Clause 16

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी

**Superintending Engineer AIIMS Rishikesh** 

Competent Authority for deciding reduced rates

खण्ड Clause 18

कार्यस्थल पर ठेकेदार द्वारा लगाये जाने वाली अनिवार्य

मषीनरी औजार एवं सयंत्रों की सूची :-

List of mandatory machines, tools and

plants to be deployed by the contractor at site.

To be Arrange by contractor

खण्ड Clause 25

NA

Clause 32

NA

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# To view GCC click on the link <a href="https://cpwd.gov.in/Publication/GCC">https://cpwd.gov.in/Publication/GCC</a> Maintenance Works 2020.pdf

#### Amendment in CPWD GCC 2020 Maintenance Work.

Sr.no	Existing Provision	Modified Provision (Read as)
1	C.P.W.D	AIIMS Rishikesh.
2	President of India	Executive Director of AIIMS Rishikesh
3	SE of Circle	SE of AIIMS Rishikesh.
4	CE of Zone	Executive Director of AIIMS Rishikesh.
5	DDH	EE (Civil) AIIMS
6	Government of India	AIIMS Rishikesh
		Labour Regulations of Government of India/State.
7	CPWD Contractor's Labour Regulations.	
8	ADG	Executive Director of AIIMS Rishikesh.

#### **INTEGRITY PACT**

To,
Sub:
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 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: Supply Installation Testing & Commissioning of Smart Ceiling Fan Rod All India Institute of Medical Sciences, 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 AIIMS Rishikesh finally accepts tender/bid. 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.

**Authorised Representative of Bidder** 

Signature: Name: Address:

Place: Date:

#### **INTEGRITY AGREEMENT**

This Integrity Agreement is made at on this day of
BETWEEN
AIIMS Rishikesh represented through Executive Director
(Name of Division) AIIMS Rishikesh, (Hereinafte referred as the (Address) 'Principal / Owner', which expression shall unless repugnant to the meaning o context hereof include its successors and permitted assigns).
AND
(Name and Address of the
Individual/firm/Company) Through(hereinafter referred to as the
(Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)
Preamble  WHEREAS the Principal /Owner has floated the Tender (NIT No
AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).
AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### Article 1: Commitment of the Principal / Owner.

- **1)** The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- **2)** If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- **2)** The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- b) The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per **Performa enclosed)** any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- **3)** The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in

fraudulent practice means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

**5)** The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

#### Article 3: Consequences of Breach.

- 1) Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:
- 2) If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- **3) Forfeiture of Performance Guarantee / Security Deposit**: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of, Performance Guarantee and Security Deposit of the Bidder / Contractor.
- **4) Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

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

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

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

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

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

This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract and till the continuation of defect liability period.

#### Article 7- Other Provisions.

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is Rishikesh.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- **3)** If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- **4)** Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- **5)** It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation there of shall not be subject to arbitration.

#### **Article 8- LEGAL AND PRIOR RIGHTS.**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

Executive Engineer (E)
AIIMS, Rishikesh,
Virbhadra Road, Rishikesh-249203

(For and on behalf of Bidder/Contractor) WITNESSES:
1(Signature, name and address)
2(Signature, name and address)

Place: -Dated:-

#### **TERMS AND CONDITIONS**

- 1. The work shall be carried out conformity with CPWD manual for substation maintenance with up to date amendment as per instructions of the Engineer-in-Charge, including as below and nothing will be paid extra.
- 2. All materials to be used on this work by the contractor shall be got approved as per OEM guideline from the Engineer-in- Charge and dept.
- 3. The poor workmanship will not be accepted and defects shall be rectified at contractor's cost of the satisfaction of the Engineer-in-Charge. The Program of works are to be coordinated in accordance with the building work and no claim for idle labor will stipulated in the tender.
- 4. All the debris of the Electrical/mechanical/Civil works should be removed and the site should be cleared by the contractor immediately after the accruing of debris. Similarly, any rejected material should be immediately cleared off from the site by the contractor.
- 5. The contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-Charge and to comply with the remarks therein.
- 6. The contractor shall make his own arrangement at his own cost for electrical/general tools and plants required for the work.
- 7. No Central/State sales tax/VAT/Contract tax/Excise duty/GST etc. shall be separately paid by the department. The rates tendered should be inclusive all taxes and duties. Deduction of contract tax at source shall be made while releasing payment through running/final bills as applicable. A certificate specifying the rate and amount of deduction shall however be issued.
- 8. Notwithstanding the schedule of quantities, all items of interrelated works considered necessary to make the installation complete and operative are deemed to be included shall be provided by the contractor at no extra cost.
- 9. Nothing extra shall be paid for: Inter connections with thimbles/wires/tapes strips etc.
- 10. All Electrical work will be carried out to conformity IE act, IE Rules in standards.
- 11. Conditional bids would be summarily rejected.
- 12. In offering only OEM/Authorized dealers of OEM having sufficient work experience in the same field will be allowed.
- 13. Any type of Inspection of Internal /External Authority will be done by Contractor.
- 14. Storage and custody of material will be in scope of Contractor & institute will not responsible for loss occurred due to any reason.
- 15. Site clearance will be in the scope of contractor after completion of work.
- 16. The contractor must provide the onsite operation training to the AIIMS Rishikesh staff.

- 17. For on-site survey, the bidder may visit AIIMS Rishikesh, only on any of the working days (Monday to Friday).
- 18. Contractor has to provide the technical support with contact no. and email id.
- 19. Cutting and Making will be allowed with prior permission, if necessary for completeness for work.

  Vendor has to repair the damage portion and handover the site as good as before starting the work.
- 20. Defect Liability period/ warranty/ guarantee: -
  - The contractor will be responsible for malfunctioning of Material/spares supplied by him, it might be due to poor workmanship or due to spare supplied by him, for a period of six month from the date of satisfactory completing the job. He has to rectify the fault arises due to above at own cost.
- 21. All tools and tackles required for overhauling will be arranged by the contractor.
- 22. T&P: The AIIMS will not issue any T&P for execution of the work.
- 23. **FINAL INSPECTION:** It will be carried out by Engineer-in —Charge. In case any deficiency noticed during demonstration the same will be attended by the Vendor at his own cost & risk.
- 24. Shut Downs: bidder can be take shut down with the prior approval of engineering in charge.
- 25. The employee of the contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the decor of the most modern mechanized building and the employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to AIIMS staff or its business or working and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.
- 26. In case of any damage to AIIMS's property/premises for which contractor 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.
- 27.AIIMS will not be responsible for any accident/injury/death caused to the employees provided by the contractor 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
  - 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.
- 28. Technical bids submitted by the bidder will be opened first and evaluated for fulfilling the Pre- qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- 29. Before payment from AIIMS, the contractor has to submit an affidavit regarding timely payment of wages (as per govt. rule) for labor working under vendor on respective site.
- 30. The wages will be paid as per the rule listed by Government. No Juvenile worker

  Page 23 of 33

	ntractor. general condition of contract 2020 for maintenance
work.	
	Executive Engineer (E) AIIMS Rishikesh

#### **FORM OF EARNEST MONEY (BANK GUARANTEE BOND)**

	WHEREAS, contractor	
	KNOW ALL PEOPLE by these presents that we(name of bank) having our registered office at	
	bound unto	(Name and division of Charge") in the sum of Rs (Rs. in words
	which payment well and truly to be made to the said Eng itself, his successors and assigns by these presents.	ineer-in-Charge the Bank binds
	SEALED with the Common Seal of the said Bank this	
(1)	The Conditions of this obligation are: If after tender opening the Contractor withdraws, his tender of tender (including extended validity of tender) spec	
(2)	If the contractor having been notified of the acceptance of	of his tender by the Engineer-in-Charge:
	(a) fails or refuses to execute the Form of Agreem contractor, if required; ${\sf OR}$	nent in accordance with the Instructions to
	(b) fails or refuses to furnish the Performance Guarar tender document and Instructions to contractor, OR	tee, in accordance with the provisions of
	(c) fails or refuses to start the work, in accordance Instructions to contractor, OR	e with the provisions of the contract and
	(d) fails or refuses to submit fresh Bank Guarantee of against Security Deposit after award of contract.	an equal amount of this Bank Guarantee,
	We undertake to pay to the Engineer-in-Charge either undereight of first written demand, without the Engineer-in-provided that in his demand the Engineer-in-Charge will to him owing to the occurrence of one or any of the condition or conditions.	Charge having to substantiates his demand, note that the amount claimed by him is due
	This Guarantee will remain in force up to and including tender as such deadline is stated in the Instructions to Engineer-in-Charge, notice of which extension(s) to the of this Guarantee should reach the Bank not later than the	contractor or as it may be extended by the Bank is hereby waived. Any demand in respect
	DATE	SIGNATURE OF THE BANK
	WITNESS	SEAL

(SIGNATURE, NAME AND ADDRESS)

#### **TECHNICAL SPECIFICTION**

- 1. All hardware items such as screws, thimbles, G.I. wires etc. which are essentially required for completing an item as per specifications will be deemed to be included in the item even when the same have not been specifically mentioned.
- 2. All hardware materials such as nuts/bolts/screws/washers etc. to be used in the work shall be zinc/cadmium plated iron
- 3. Any conduit which is not be wired by the contractor shall be provided with GI fish wire for wiring by some other agency subsequently. Nothing extra shall be paid for the same.
- 4. While laying conduit, suitable junction boxes shall be left for pulling the wires.
- 5. Copper wire shall be FRLS PVC insulated multi-stranded conductor. Termination of multi stranded conductors shall be done using crimping type thimbles at both the ends. Nothing extra shall be paid for the same.
- 6. OEM shall use all the spare parts, no other make will be acceptable. The material to be used in the work shall be got approved from the Engineer-in Charge before its use at site. The Engineer-in-Charge shall reserve the right to instruct the contractor to remove the material which, in his opinion, is not as per specifications.
- 7. The proof of purchase in the form of Invoice/cash memo, of all the major components such as smart fan rod or anti-suicide fan rod etc. shall have to be produced by the contractor at the time of final bill or as and when demanded by the dept.
- 8. All fittings/fans will be earthed as per specifications.
- 9. All electrical work will be carried out to conformity IE act, IE rules in standards.
- 10. All the testing/ measuring apparatus shall be calibrated and verified make for accuracy of parameters.

Executive Engineer (E)
AIIMS Rishikesh

Annexure -1 <u>TENDER ACCEPTANCE LETTER</u> (To be given on Company Letter Head)	
ate:	Date:
o, xecutive Engineer (E) IIMS, RISHIKESH	
ub: Acceptance of Terms & Conditions of Tender. Tender Reference No: ame of Tender / Work: Supply Installation Testing & Commissioning of Smart Ceiling Fan Rod All ndia Institute of Medical Sciences, Rishikesh	Name of Te
ear Sir,	Dear Sir,
<ol> <li>I/ We have downloaded / obtained the tender document(s) for the above-mentioned `Tender/Work from the web site(s) namely: <a href="https://www.aiimsrishikesh.edu.in">www.aiimsrishikesh.edu.in</a> as per advertisement, given in the above-mentioned website(s).</li> </ol>	1.
<ol> <li>I / We hereby certify that I / we have read the entire terms and conditions of the tender document 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.</li> </ol>	2.
<ol><li>The corrigendum(s) issued from time to time by department/ organization too has also been taken into consideration, while submitting this acceptance letter.</li></ol>	3.
<ol> <li>I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s / corrigendum(s) in its totality / entirety.</li> </ol>	4.
<ol> <li>I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Private organization.</li> </ol>	5.
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.	6.
· · · · · · · · · · · · · · · · · · ·	Date: Place: Company's

#### **Annexure -2**

#### **DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed submitted in the letter Head of the Company/firm of Bidder)

To, Executive E AIIMS, RISH	Engineer (E) HIKESH RISHIKESH-
	Dear Sir,
	Sub: Declaration by Authorised 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

Alliexule -2	Annexure	-3
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#### **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	

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:

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#### **NO DEVIATION CERTIFICATE**

(To be typed submitted in the letter Head of the Company/firm of Bidder)

To, Executive Engineer (E) AIIMS, RISHIKESH

Dear Sir,

Sub: No deviation certificate

Ref:i) NIT/Tender No.....ii) All other pertinent issues till date

We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by AIIMS and in case of such observance at any stage, it shall be treated as null and void and this tender shall deemed to be withdrawn.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse bidding process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Thanking you,

Yours faithfully,

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

**Annexure -5** 

#### **DECLARATION**

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

To,		
Executive Engineer (E) AIIMS, RISHIKESH		
Ref: 1) NIT/Tender No	Dear Sir,	
1. We have carefully read and understood all the terms acceptance to the same.	and conditions of the tender and hereby convey our	
2. The information / documents furnished along with the knowledge and belief. We are well aware of the fact that		
3. We are agree to bear penalty imposed upon us due to poor workmanship in the services on our part.	to nonperformance or deficiencies or delay in work or	
<ol> <li>We have no objection, if enquiries are made about the work listed by us.</li> <li>We have not been under suspension/termination/banned/blacklisted in the preceding 2 years, till last 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/Executive 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 the information is found to be false, AIIMS may terminate the assigned contract immediately.</li> <li>We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.</li> <li>We agree that the decision of AIIMS in selection of Bidders will be final and binding to us.</li> </ol>		
	Signature of authorized person Full Name & Designation	
Date:	Company's Seal	
Place:		

## **SCHEDULE OF QUANTITY**(To be submitted in Financial Bid)

S.	(10 de submitted in Financial Bid)						
No.	Item Description	Qty.	Unit	Rate/Unit	Amount		
1	Supply, of 12 'Smart Fan Rod' or 'Anti-Suicide Fan Rod' for existing ceiling fans in hostels, white colour, pipe thickness =1.8+/-0.05 mm, on Zinc Plated MS pipe, with Zinc plated Spring inside.  MSME Tested for 15 kg load bearing capacity and breaking at impact load of 22kg+, the fan down rod opens from its center and spring, hidden in the pipe, expands to land person on the ground safely.	2150	Nos.	To be filled on CPP Portal	To be filled on CPP Portal		
2	Installation, testing, and commissioning (1)Taking down existing ceiling fan, dismantle nut bolt, safety pin, replacement of old normal ceiling fan rod by new anti-suicide ceiling fan rod. (2) Installation, testing, and commissioning of ceiling fan with anti-suicide fan rod	2150	Each				
3	Buy back of old dismantle ceiling fan rod (1) Weight of 01 rod= 150 gm.	2150	Each				
	Total Estimated Amount (						

#### **Approved Make**

S. No.	Item Description	Acceptable Make
1	Smart Fan rod or Anti Suicide Fan rod	Gold Life

#### Note:

- 'Smart fan rod' also known as 'Anti-suicide fan rod'.
- Only original make 'Gold Life' smart fan rod or anti-suicide fan rod is acceptable.
- Sample will be approved by engineer in-charge before work order.