All India Institute of Medical Sciences Rishikesh Uttarakhand-249202

E-TENDER

FOR

Name of work: S/I/T/C of 25L and 50L geysers in 40 Nos SR Hostel, 48 Nos.Nursing Hostel and 12 Nos. Type IV Quarters in Residential Complex of Satelite Centre of AIIMS at Kichha.

NIT

Tender No. 04/EE/Electrical/2026-27

NIT No.	:	**04/EE/Electrical/2026-27**
Publishing Date	:	**13-10-2026**
Pre-bid Meeting	:	**22-10-2026**
Last Date of Submission	:	**03-11-2026**
Bid Opening Date	:	**04-11-2026**
Estimated Amount	:	**16,81,132/-**

Office of Executive Engineer (E), AIIMS Rishikesh. Tel No. 0135-2462954

Email: - eee@aiimsrishikesh.edu.in

Signature of the Bidder with Company Seal

Index of Tender Document

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Signature of the Bidder with Company Seal

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 the Executive Director, AIIMS Rishikesh invites Percentage rate e-tenders from enlisted contractors in the appropriate classes and category in CPWD, MES, Railway, Central PSU and contractors enlisted in state Government of Uttarakhand for the work- **S/I/T/C of 25L and 50L geysers in 40 Nos SR Hostel, 48 Nos.Nursing Hostel and 12 Nos. Type IV Quarters in Residential Complex of Satelite Centre of AIIMS at Kichha.**

S. no	NIT No.	Name of work & Location	Tender Fees	Estimated cost put to bid (Rs.)	Earnest Money	Stipulated Period of Completion of work (in Days)	Tender filling start date.	Date & time of Pre Bid Meeting	Last date & time of submission of bid, copy of receipt of deposition of original EMD as specified in the NIT	Date & time of opening of bid
1	2	3	4	5	6	7	8	9	10	11
1	**04/EE/Electrical/2026-27**	S/I/T/C of 25L and 50L geysers in 40 Nos SR Hostel, 48 Nos.Nursing Hostel and 12 Nos. Type IV Quarters in Residential Complex of Satelite Centre of AIIMS at Kichha	**N I L**	**Rs. 16,81,132.00**	**Rs. 84,057.00**	**60 days**	**From-13-10-2026**	**22-10-2026**	**03-11-2026 till 03:00 PM**	**04-11-2026**

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. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsrishikesh.edu.in or https://eprocure.gov.in

4. But the bid can only be submitted after deposition of original EMD in favor of AIIMS Rishikesh within the period of bid submission and uploading the mandatory scanned documents for deposition of original EMD in the office of Executive Engineer (E) and other documents as specified.

5. Those contractors who are not registered on the website mentioned above, are requested to get registered beforehand participating in the tender.

6. The intending bidder must have valid class-III digital signature to submit the bid.

7. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will

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receive the competitor bid sheets.

8. All the bidder (s) should upload eligibility documents in the form of PDF Format.

9. 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.

10. The contractor should quote the rate of item including GST as per statutory rules.

11. (i) The bidder shall pay the respective amount of Bid Security (EMD) as mentioned in table by Demand Draft/Fixed Deposit/Term Deposit in favor of "AIIMS, Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at AIIMS Rishikesh and must be valid for 120 days from last date of submission of Bid (Bid validity period – 180 days) beyond bid validity period. The EMD shall be scanned or uploaded to the CPP Portal website within period of bid submission. The original EMD should be deposited in the office of EXECUTIVE ENGINEER (E) 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.

(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.

Note: -Bidder Under MSME category are not eligible for exemption from EMD.

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

13. 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 favor and also required to furnish the security deposit **@ 7.5 % against performance guarantee** of contract value in the form of Fixed Deposit/Bank Guarantee/Term Deposit from any Nationalized/Schedule bank duly pledged in favor of AIIMS, Rishikesh & payable at Rishikesh only and must remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP). 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 10 (ten) 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 Contractor favor 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.

14. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 180 (One Hundred Eighty) days from the date of opening of technical 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.

15. List of self-attested Documents to be scanned and uploaded on the CPP portal linked with the particular tender within the period of bid submission failing which the bid of the tenderer shall be rejected.

I. **Demand Draft/Fixed Deposit/Term Deposit/Copy of deposit of EMD in the institute account /Fixed Deposit Receipt/ Bank guarantee of any scheduled bank against EMD.**

II. **Valid Certificate of Registration for GST and acknowledgement of GST up to date filed return.**

III. **Certificate of work experience along with copies of Contract Agreement/Purchase Order/Work**

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Order and its completion certificate (As specified in Clause 1.2.1 of CPWD-6) not signed below to the rank of Executive Engineer.
(If the bidder submits completion certificate of private sector than form 26 AS of IT department must be uploaded w.r.t completion certificate.)

IV. **Singed with company seal on each pages of NIT and documents uploaded with bid.**

V. **Last 3 Years ITR**.

VI. **Audited Balance sheet by chartered Accountant of last 3 Years**.

VII. **Valid Electrical License Approved from Electrical inspector for execution of electrical work.**

VIII. **Valid Registration certificate of Firm registered in Government departments**.

IX. **Valid Authorization certificate from OEM of which Geysers are supplied**.

X. **Annual Financial Turnover should be at least 30% of the estimated cost put to tender and Average Financial turnover during the immediate last three consecutive financial years, duly audited and certified by the chartered Accountant.**

16. **The soft copies of documents uploaded by contractors on CPP Portal and the same must be submitted in hard copy to the office of Executive Engineer(E), AIIMS Rishikesh**.

17. If uploaded scanned documents/tender form are not downloaded successfully, due to any technical error/corrupt files then AIIMS Rishikesh will not be liable.

18. Vendor must provide valid Communication email ID, postal address with contact number.

19. **Submissions of all required documents to be made along with the offer.**

Signature of the Bidder with Company Seal

CPWD – 6

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

The Executive Engineer, AIIMS Rishikesh on behalf of the Executive Director, AIIMS Rishikesh invites Percentage rate e-tenders from enlisted contractors in the appropriate classes and category in CPWD, MES, Railway, Central PSU and contractors enlisted in state Government of Uttarakhand

Name of Work: - "S/I/T/C of 25L and 50L geysers in 40 Nos SR Hostel, 48 Nos.Nursing Hostel and 12 Nos. Type IV Quarters in Residential Complex of Satelite Centre of AIIMS at Kichha".
."

1.1 The work is estimated to Cost **Rs.16,81,132-/-** This estimate however is given merely as a rough guide.

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

Criteria of eligibility for submission of bid documents.

1.2.1 Criteria of eligibility

Three similar works each of value not less than **Rs. 6,72,453** or two similar work each of value not less than **Rs. 10,08,679** or one similar work of value not less than **Rs. 13,44,906** in last 7 years ending last day of the month previous to the one in which the tenders are invited.

Similar works means "S/I/T/C of geysers or any electrical appliances".
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.

1.2.2 Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 6 **(or other standard Form as mentioned)** which is available as a Govt. of India Publication and also 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 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 is available.

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.

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1.2.8 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.

1.2.9 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 favor 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 in the office of Executive Engineer whose 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.

1.2.10 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.

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

(i) The bidders are found ineligible.

(ii) The 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 percentage above/below on the total amount of the tender or any section/ sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

1.2.12 The contractor whose bid is accepted will be required to furnish performance guarantee of **7.5 %** or as per latest guidelines of ministry of finance and Department of expenditure of the bid amount within the period specified in Schedule F and must remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the contract. 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. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registration or proof of applying for obtaining labor 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 sub-contractors, 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 and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder 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, water, electricity access, facilities for workers and all other services required for executing the work unless

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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. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

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 previously mentioned 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 **180(One Hundred Eighty)** 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 10 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 or other Standard C.P.W.D. Form as applicable.

c) C.P.W.D General Condition of Contract (Construction work) -2023 with updated amendment (s) if any.

1.2.21 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 will be forfeited the contractor and 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

GOVERNMENT OF INDIA

CENTRAL PUBLIC WORKS DEPARTMENT

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

Name of work: - S/I/T/C of 25L and 50L geysers in 40 Nos SR Hostel, 48 Nos.Nursing Hostel and 12 Nos. Type IV Quarters in Residential Complex of Satelite Centre of AIIMS at Kichha.

•.

(i) To be uploaded on **1 3 - 1 0 - 2 0 2 6** to/upload at CCP Portal.

(ii) To be opened in presence of tenderers who may be present at on **0 4 - 1 1 - 2 0 2 6** in the office of 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 President of India 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 One Hundred Eighty (180) days from the date of opening of technical bid and not to make any modification in its terms and conditions.

A sum of **Rs. 84,057.00** is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/ bank guarantee issued by a scheduled bank as earnest money which will submitted to Executive Engineer office with all relevant documents.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). 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. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such 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 Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a

Signature of the Bidder with Company Seal

person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety & integrity of the State.

Dated

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India 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 the President of India.

Signatures .....

Dated:

Designation .....

Signature of the Bidder with Company Seal

अनुसूचियां **SCHEDULES**

[FOR MAJOR COMPONENT]

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

Schedule of quantities (Enclosed) At page no. – **45**

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

अनुसूची 'घ' **SCHEDULE 'D'** **As per Terms and Condition of NIT**
कार्य के लिए विषेमा अपेक्षाएं/दस्तावेज, यदि कोई हों, की अतिरिक्त अनुसूची
Extra schedule for specific requirements/documents for the work, if any.Addl. Specifications attached.

अनुसूची (ड) **SCHEDULE 'E'**

ठेके की सामान्य षर्तो का संदर्भ

General conditions of contract for CPWD works
Reference to General Conditions of contract 2023 as amended up to date correction slip and special Conditions attached herewith the tender
Document except clause-25.

Signature of the Bidder with Company Seal

Name of work : S/I/T/C of 25L and 50L geysers in 40 Nos SR Hostel, 48 Nos.Nursing Hostel and 12 Nos. Type IV Quarters in Residential Complex of Satelite Centre of AIIMS at Kichha.

कार्य की अनुमानित लागत Estimated cost of work **: Rs. 16,81,132.00**

(i) धरोहर राषि Earnest money **: Rs. 84,057.00**

(ii) निमपादन गारंटी Performance guarantee: **7.5 % of tendered** value. निविदित मूल्य का 7ण्5 प्रतिषत

(iii) प्रतिभूति निक्षेपरू Security Deposit: 2.5% of tendered value.

अनुसूची 'च' **SCHEDULE 'F'**

सामान्य नियम एवं दिषानिर्देषरू

General Rules & Directions:

निविदा आमंत्रण करने वाला प्राधिकारी

Officer inviting tender - **EE (E), AIIMS Rishikesh**

कार्य की मर्दो की मात्रा के लिए अधिकतम प्रतिषत जिससे अधिक निमपादित मदों के लिए दरों का निर्धारण खण्ड 12.2 और 12.3 के निम्नानुसार अनुसार होगा

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

Definitions:

2(v) भारसाधक इंजीनियर

Engineer-in-Charge **EE, AIIMS Rishikesh**

2(viii) स्वीकार कर्ता प्राधिकारी

Accepting Authority **ED, 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 labor to cover all overheads and profits. **15% (Fifteen per cent)**

2(xi) Standard Schedule of Rates: Market rates

2(xii) Department: AIIMS Rishikesh

9(ii) Standard CPWD contract Form: GCC Maintenance work 2023, CPWD Form 7 modified & Corrected up to Correction slip received on the date of receipt of tender

[ण्ड **Clause 1**

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

Time allowed for submission of Performance

Signature of the Bidder with Company Seal

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 : 15 days

(उपर्युक्त प) में दी गई अवधि के पष्चात् अधिकतम अनुमेय एक्सटेंषन

Maximum allowable extension with late fee @ 0.10% per day of performance guarantee amount beyond the period as provided in (i) above : 5 days

खण्ड **Clause 2**

खण्ड 2 के तहत प्रतिकार निष्चित करने वाला प्राधिकारी

Authority for fixing compensation under clause 2 **SE (E), 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 **15 days**

लक्ष्य नीचे दी गई सारणी के अनुसार

<u>Milestone(s)</u>: - **N.A**

कार्य निमपादित करने के लिए अनुमत्य समय

Time allowed for execution of work **60 Days**

Authority to decide

(i) Extension of Time **SE AIIMS Rishikesh**

(ii) Rescheduling of mile stones **SE AIIMS Rishikesh**

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

खण्ड **Clause 6**

खंड लागूदृ(6) ēसंनेम applicable Clause 6

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 5,00,000.00

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payment

खण्ड **10 d Clause10A**

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

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

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 10 CC - 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 with sipulated period of compensation exceeding the period shown in next column~~ DELETED

~~: ..... **Months**~~

खण्ड **Clause 11**

कार्य निमपादन के लिए अनुपालन

Specifications to be followed for execution of work

CPWD Specification-2023 part Internal, With up to correction slip received on the date of receipt of tender.

खण्ड **Clause 12 (Deviation/ Variations Extent and Pricing)**

(a) Authority to decide deviation upto 1.25 times tendered amount. Executive Engineer (E)

(b) Authority to decide deviation beyond 1.25 times up to 1.50 times of Tendered Amount **Superintending Engineer**

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12.2 & 12.3 - Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work 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.

खण्ड **Clause 16**

Competent Authority for deciding reduced rates.	**Superintending Engineer, AIIMS,Rishikesh .**

खण्ड **CLAUSE-25 (Settlement of Disputes and Arbitration)**

Constitution of Dispute Redressal Committee (DRC)	As per approval of Executive Director, AIIMS, Rishikesh.as modified at below pages

खण्ड **Clause 32 Employment of Technical Staff and Employee)**

"Requirement of Technical Representative (s) and Recovery Rates"

Cost of work in Rs.	Requirement of Technical Qualification	Number of (Major +Minor Component)	Designation (Technical Staff)	Minimum Experience (Years)	Rate at which recovery shall be made from the contractor in the event of not fulfilling
More than 15 lakhs up to 1.5 Crores	Graduate Engineer OR Diploma Engineer	1 of major component	Planning/Quality/Site /Billing Engineer	2 or 5 respectively	Rs. 15000/- per month per person

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Sub: - Amendment in general conditions of contractor (GCC) maintenance works -2023
The following provision of GCC-2020 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-inbefore 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 whetherarising 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 theEngineer 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 arisingof 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 disputesto Dispute Redressal Committee (DRC) within 15 days along with a list of disputeswith amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within aperiod of 60 days extendable by 30 days byconsent 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 berepresented 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 receiptof DRC decision will convey acceptance or otherwise on the said decision if the Dispute Redressal Committee (DRC) fails to give itsdecision within the aforesaid period or the ADG/SDG fails to give his acceptance in the 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 daysfrom 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. Whereverthe Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint onearbitrator within 30 days of making requestfor 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	**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 whichis 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 uponthe 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 shallapply to the arbitration proceedings under this clause.The venue of the arbitration shall be held at Rishikeshand 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 betweenthe Parties pertaining to the contract. d) The cost of arbitration shall be borne equally byboth the parties. e) Work under the contract shall be continued duringthe arbitration proceedings. f) Failure to comply with any of the above conditionscan result in termination of the Contract, forfeiture of the security deposit, penalty as may be decided by AIIMS and future blacklisting of the contractor.

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a) A party fails to appoint the second Arbitrator, or
b) The two appointed Arbitrators fail to appointthe 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 foradjudication 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	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)
6	Government of India	AIIMS Rishikesh
7	CPWD Contractor's Labor Regulations.	Labor Regulations of Government of India/State.
8	ADG	Executive Director of AIIMS Rishikesh.
9	Settlement of Disputes & Arbitration(Clause 25)	Modified (attached at page no.16)

Signature of the Bidder with Company Seal

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: **S/I/T/C of 25L and 50L geysers in 40 Nos SR Hostel, 48 Nos.Nursing Hostel and 12 Nos. Type IV Quarters in Residential Complex of Satelite Centre of AIIMS at Kichha.**

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Dear Sir,

I / We acknowledge that AIIMS Rishikesh is committed to follow the principles thereof as enumerated in the IntegrityAgreement 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 signthe 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 ASAN 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 intoexistence when tender/bid is finally accepted by AIIMS Rishikesh. I/We acknowledge and accept the duration of theIntegrity 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 submittingthe 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

TERMS AND CONDITIONS

1. The work shall be carried out strictly in accordance with CPWD specifications for electrical works Part-I Internal 2023 and 2023 (external) as amended up to date and in accordance with Indian Electricity Rules, 1956, Indian Electricity Act, 1910 as amended up to date and 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 from the Engineer-in-Charge and deptt.

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/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. Bidder must ensure about site before participating in Bidder, no excuse will be granted after the submission of bid.

7. The contractor shall make his own arrangement at his own cost for electrical/general tools and plants required for the work.

8. No Central/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.

9. The entire installation shall be at the risk and responsibility of the contractor till the guarantee period.

10. 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.

11. The design parameter will have to restore, if there is any deviation in efficiency or design parameter will be intimated initially. Party has to provide Electrical/Mechanical Drawing if any change has to require for making full functional.

12. All system must have third party certification of the product if required.

13. All Electrical work will be carried out to conformity IE act, IE Rules in standards.

14. Any type of License/NOC/ Approval from Government/ Local Body is will be in the scope of Vendor.

15. Any type of Inspection of Internal /External Authority will be done by Vendor.

16. Storage and custody of material will be in scope of Vendor.

17. Site clearance will be in the scope of vendor after completion of work.

18. Conditional bids would be summarily rejected.

19. **T&P: The AIIMS will not issue any T&P for execution of the work**.

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20. **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.

21. **Site Inspection:** Before submission of offer, the bidders must inspect the sites and be well acquainted themselves with the actual the scope of works and other prevalent conditions, facilities available, position of material and labor, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

22. All necessary work/ spear/ tool/ any type item required for completeness of will be scope of vender and nothing will be paid extra by AIIMS.
23. The Contractor should submit details of the terms and conditions of the personnel deployed by him at AIIMS. The contractor shall also ensure the police verification of each and every person deployed by him at AIIMS. The contractor shall also submit copies of the appointment letters of the personnel deployed at AIIMS, at the time of commencement of the contract or whenever change/replacement of any person (s) takes place during the period of the contract. AIIMS may ask to furnish the details of personnel deployed by the contractor at any time during the period of contract.

24. It is an electrical job hence contractor is advised to inspect the site carefully before quoting the rates. The contractor shall be deemed to have satisfied himself to the nature & extent of work at site & no claim for extra payment/or time extension will be allowed on the ground that he was not conversant with condition providing at the site. The rate shall be inclusive of all taxes, accessories, machining & labor, dismantling i.e. site clearance & shifting the debris from work place to specified place at site etc.

25. All tools and tackles required for overhauling will be arranged by the contractor.

26. Site will be provided in phase manner as per feasibility for execution of work

27. **Shut Downs: No routine shut down shall be permitted during office hours. The contractor shall be at liberty to carry out work on holidays and after office hours but with prior permission of AIIMS Rishikesh.**

28. AIIMS will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labor Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labor (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 labor 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.

29. This being a pure Electrical work, the personnel engaged by the contractor and deployed by him at AIIMS premises will be in no way be deemed as working under employment of AIIMS and there shall not exist any employer-employee relationship between AIIMS and the contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with AIIMS either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labor Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force. The contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme etc. under the relevant rules/laws of the State and Central Government. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labor Laws/regulations and AIIMS will have no responsibility, whatsoever.

30. 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.

31. In case of any damage to AIIMS's property/premises for which contractor is accountable, the contractor

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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.

32. **AIIMS Rishikesh will not be responsible for any accident/injury/death caused to the employees provided by the contractor at site. It will be the sole 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.**

33. 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.

34. AIIMS will not take any type of responsibility for the item to be supplied by the vendor before successful commissioning; the guarantee period will be start the date of handing over.

35. **Performance bank guarantee:**
Upon acceptance of Tender, the successful Bidder is required to deposit an amount equivalent to **7.5 % or as per the latest guidelines** of the contract value as Performance Bank Guarantee. The Performance bank guarantee should be furnished within 10 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 date of completion 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 Successful completion of work and satisfaction of Engineer-in –charge**.
   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 reminders on expiry of the Bank Guarantees.
   e) In case the Bank Guarantees are not extended before the expiry date, AIIMS reserves the right 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, Rishikesh-249203.
   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.

36. **Security Deposit: -**
Security Deposit 2.5 % of tendered value will be deducted by the AIIMS Rishikesh, the following shall be complied with:
   a) Security deposit will be deducted from Running bill/ Final bill of the contractor.
   b) Labor Cess will be deducted as per rule.

37. **Return of Security Deposit: -**
Security Deposit will be released to the Contractor after deducting all expenses /other amounts due to AIIMS, penalty amount if any, after defect liability/warranty/ guarantee period of the contract.

38. **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.**

39. **The wages will be paid as per the rule listed by Government. No Juvenile/Minor worker should be engage in site.**

40. **No any type of Advance given to contractor.**

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41. Payment Terms: -

100% payment after successful commissioning. Standard deduction Like GST/IT(TDS) /Labor cess and security deposit as per the govt. rules / as per NIT.

42. 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 . ..... 2024.

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 to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

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

DATE SIGNATURE OF THE BANK

WITNESS SEAL

(SIGNATURE, NAME AND ADDRESS)

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

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GENERAL CONDITIONS OF CONTRACTS (GCC)

1. The contractor shall keep proper upkeep of all areas under the contract.

2. Thorough checking of employees of the contractor during entry/exit would be done by security Staff of AIIMS.

3. **Rejection of Tender and Other Conditions**

a) AIIMS reserves the right to accept or reject the tenders without assigning any reason whatsoever.

b) Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

c) Tenders are liable to be rejected in case of unsatisfactory performance of the bidder with AIIMS or bidder who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. AIIMS reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in position to execute this job as per the required schedule. The decision of AIIMS will be final in the regard.

d) If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, AIIMS may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, AIIMS may then cancel such tender at their discretion, unless the firm retains its character.

e) AIIMS will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

f) If the bidder gives wrong information in his tender, AIIMS reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

g) Canvassing in any form in connection with the tenders submitted by the Bidder shall make his offer liable to rejection.

h) In case the proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in AIIMS, the authority inviting the Tender shall be informed of the fact as per specified format as per relevant annexure attached along with the offer.

i) The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him.

j) The Tender submitted by a techno commercially qualified bidder shall become the property of AIIMS who shall be under no obligation to return the same to the bidder. However, unopened financial bids and late tenders shall be returned to the bidders.

k) AIIMS shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

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

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

5. **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.

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

7. **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 or in 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.

8. **Responsibilities of the contractor in respect of local laws, employment of works etc.**

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 dealings with local labor 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 Labor (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labor 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

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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 Labor 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.

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.

9. **Insurance**

a) It is the sole responsibility of the contractor to insure his materials, equipment's, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work be carried out in protected area and all the rules and regulations of the AIIMS in the area of project which are in force from time to time will have to be followed by the contractor.

b) If due to negligence and or non-observation of safety and other precautions by the contactors, any accident/injury occurs to the property/manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so by the appropriate authorities.

c) The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/loss due to theft or otherwise till the same is taken over by AIIMS or customer. The contractor will submit necessary documents for lodging/processing of insurance claim. AIIMS will recover the loss from the contractor, in case the damage /loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to AIIMS for taking up with

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insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody. Vendor responsible to complete assignment as per term and condition NIT subsequently agreement as signed with AIIMS.

10. ~~**Force Majeure**~~

Since the job is directly related for, suppling UPS power for the patient admitted in Emergency Laid on ventilator, CPU etc. Force Majeure is not applicable at all.

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

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

~~b) If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to AIIMS in writing the causes of delay and the contractor~~ shall not be eligible ~~for any compensation.~~

11. **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.

12. General Conditions of the Contract (GCC), Tender form and Special Conditions of the Contract (SCC) will form the part of the contract.

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

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PRE-CONTRACT INTEGRITY PACT

Name of Work:- S/I/T/C of 25L and 50L geysers in 40 Nos SR Hostel, 48 Nos.Nursing Hostel and 12 Nos. Type IV Quarters in Residential Complex of Satelite Centre of AIIMS at Kichha.
NIT No.:- **04/EE/Electrical/2026-27**

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

Between

ALL INDIA INSTITUTE 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....., Chief Executive Officer (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

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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 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 defence 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.

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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, oralternatively, 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 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.

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 upto 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.

E. 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: -

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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 encash 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.

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 asdefined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 orany 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 thisPact.

F. 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.

G. 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:-

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(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 Chandrashekhar, 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, 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.

H. 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

I. 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.

J. 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.

K. 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

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subject to Rishikesh Jurisdiction.

L. 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.

M. Clause.13. Validity and Duration of the Agreement

The validity of this Integrity Pact shall be from date of its signing and extend upto 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.

14. 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.

* * *

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: S/I/T/C of 25L and 50L geysers in 40 Nos SR Hostel, 48 Nos.Nursing Hostel and 12 Nos. Type IV Quarters in Residential Complex of Satelite Centre of AIIMS at Kichha.

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 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 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

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

NO DEVIATION CERTIFICATE

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

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

Signature of the Bidder with Company Seal

Annexure -5

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 agreed 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.

Signature of the Bidder with Company Seal

Annexure -6

FINANCIAL INFORMATION

Financial Analysis - Details to be furnished duly supported by figures in balance sheet/profit & Loss account duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

I) Gross Annual Turn Over of Last Three years ending: -

Descriptions			
Gross Annual Turn Over			
Average turn-over of three years			

II) Profit / Loss for last Three years ending: -

S.No.	**Financial Information in Rs. Equivalent**			
1	Total Assets			
2	Current Assets			
3	Total Liabilities			
4	Current Liabilities			
5	Profit before Tax			
6	Profit after Tax			
7	Net Worth			

Signature of Bidder(S) with Seal

Signature of Chartered Accountant with Seal

Signature of the Bidder with Company Seal

Annexure-7

FILLED BY BIDDER

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	Demand Draft/Fixed Deposit/Term Deposit/Copy of deposit of EMD in the institute account /Fixed Deposit Receipt/ Bank guarantee of any scheduled bank against EMD.	Yes/No	
3	Valid Certificate of Registration for GST and acknowledgement of GST up to date filed return.	Yes/No	
4	Certificate of work experience along with copies of Contract Agreement /Work completion certificate. (As specified in Clause 1.2.1 of CPWD-6). Whether three similar works each of value not less than 40%of the estimated cost put to the tender OR Two similar works each of value not less than 60% of the estimated cost put to Tender OR One similar works each of value not less than 80% of the estimated cost put to Tender (details provided)	Yes/No	
5	Singed with company seal on each pages of NIT and documents uploaded with bid.	Yes/No	
6	Copy of Income Tax Return Acknowledgement for last Three years (submitted)	Yes/No	
7	Valid Electrical License Approved from Electrical inspector for execution of electrical work.	Yes/No	
8	Valid Registration certificate of Firm registered in Government departments (CPWD, MES, and state government of Uttarakhand)	Yes/No	
9	all hard copies of technical document should be submitted before due date and time in Engineering department of AIIMS Rishikesh	Yes/No	
10	Acceptance of Tender Condition (read and duly signed)	Yes/No	
11	General Conditions of Contract (read and duly signed)	Yes/No	
12	Performa of Schedules (read and duly signed)	Yes/No	
13	Copy of PAN Card (submitted)	Yes/No	
14	Annexure-1 (duly filled & signed)	Yes/No	
15	Annexure-2 (duly filled & signed)	Yes/No	
16	Annexure-3 (duly filled & signed)	Yes/No	
17	Annexure-4 (duly filled & signed)	Yes/No	
18	Annexure-5 (duly filled & signed)	Yes/No	
19	Annexure-6 (duly filled & signed)	Yes/No	
20	Annexure-7 (duly filled & signed)	Yes/No	
21	Check list filled (duly filled & signed)	Yes/No	

Signature of the Bidder with Company Seal

Other Terms and Conditions

A. In general, the scope of works to be performed under this contract shall include but not limited to: -

- Supply, installation, testing & integrated commissioning of the complete system as per the approved documents/Engineer in charge.
- Effective co-ordination with the other agencies (internal & external) to carry out the work smoothly.
- Proper handing over of the installations in satisfactory working conditions along with required as built drawings, documents and items as specified in the tender. All required test which is necessary for complete the work and as per required by engineering in charge will be scope of vendor.

B. PRICE:

- Price shall be inclusive of all taxes & duties whatsoever, excise duty, sales tax, GST service tax, octroi (if any), work contract tax, commissioning spares, labor, tools & plants, packing, freight/ transportation & insurance up to the site, loading, unloading, fee (s) for testing, license, inspection, documents, etc, where applicable. AIIMS Rishikesh does not give any confessional forms/ certificates/ permits towards any taxes, duties & other levies like sales tax, customs duty, road taxes/ permits, etc. Prices shall be firm throughout the contract period.

C. MAKES

- In general, make of various items shall be as per the list enclosed. Wherever makes have not been indicated in the list, the items shall be of ISI marked subject to approval by AIIMS Rishikesh Engineer in Charge. Sample of the items or makes or the items for manufacture/ supply/ use in the work irrespective of appearing in the approved list shall be got approved from Engineer- in-charge before incorporation.

D. **NEW MATERIALS**

- All equipment, materials used in the work shall be brand new and free from manufacturing defects.

E. REPLACEMENT OF DEFECTIVE/ DAMAGED ITEMS

- All defective/damaged items shall be replaced with the good ones without any extra cost as per guarantee clause.

F. TOOLS & TACKLES:

- All the required special tools & tackles for executing this work shall be in the scope of the vendor.

G. MAN POWER:

- Authorized, experienced, competent and skilled work force shall be deployed with competent supervision. They should possess requisite qualifications/ valid permits/ license/ competency certificates to work on LT Electrical Installations.

H. QUALITY OF WORK & WORKMANSHIP:

Signature of the Bidder with Company Seal

- The quality of work, workmanship, finishing etc. should be satisfactory to the AIIMS Rishikesh. No payment shall be made for inferior quality or rejected work.

I. TESTING AND INSPECTION:

- All equipment/systems to be supplied shall conform to type tests as per the relevant standards. The bidder shall furnish the reports of all the type tests carried out. These reports should be for the tests conducted on identical/similar components/equipment/systems to those offered /proposed to be supplied under this contract. In case type test reports are not found to be meeting the specifications/relevant standard requirement then all such tests shall be conducted under this contract by the contractor free of cost to owner and reports shall be submitted for approval.

- All acceptance and routine tests as per relevant standards and specifications shall be carried out. Charges for all the tests shall be deemed to be included in the bid price. Routine test/acceptance test shall be carried out in the presence of the inspecting officer from AIIMS Rishikesh.

- All major items listed in list of approved makes for electrical items and items pertains to Negative pressure rooms shall be factory inspected. The decision to inspect/waive shall rest with the AIIMS Rishikesh. The list of approved makes enclosed is indicative, AIIMS Rishikesh . can add/delete/modify the same in the interest of organization/work from time to time considering cost, quantity, significance, completion schedules etc.
- At least 15 days advance notice to be given for inspection. While inspection call is given, the actual status and details of test to be offered shall be communicated. Relevant applicable Indian standards & International standards shall be made available.
- If any equipment/material fails in the tests conducted during inspection, necessary rework/replacement shall be done and equipment shall be re-offered for inspection without any cost to owner.

J. DRAWING & DOCUMENTATION TO BE SUBMITTED BY SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT:

- All required drawings/documents/technical information required during various stages of works shall be submitted as and when required by the purchaser. All drawings submitted shall provide sufficient detail indicating type, size, general arrangement & foundation drawing, weight, the external connections, fixing arrangement required, the dimensions required for installation and interconnections with other equipment and materials, clearances and space required between various portions of equipment and any other information specifically requested.

- All the above document shall be furnished in 3 sets to AIIMS Rishikesh for review. One set shall be returned with comments / approval. The document shall be modified incorporating the comments given by AIIMS Rishikesh and 3 sets of corrected documents shall be submitted by contractor within 10 days' time.

K. STATUTORY LAWS/RULES/APPROVALS/LICENSE:

- The contractor/agency shall abide by the relevant statutory rules, laws, and guidelines and arrange for the approvals, if any required. That include adhering to labor laws, abiding local electricity rules etc.

L. SITE TESTS/ PERFORMANCE TESTS:

- Necessary site tests/ performance shall be conducted to ascertain the functional / design/ site requirements. Reports shall be prepared recording the various values, parameters, observations, settings made etc. In case of unsatisfactory results, the same shall be replaced/ rectified as per the requirement without any extra cost.

Signature of the Bidder with Company Seal

M. HANDING OVER/ CERTIFIED DATE OF COMPLETION:

- Up on the satisfactory commissioning of the entire system, the system shall be observed for 15 days. After this satisfactory trial period, the work shall be handed over officially and completion date recorded by Engineer-in-charge with all the necessary formalities for handing over.
- This date shall be reckoned, as the certified date of completion and the defects liability period shall commence from this date. Until the handing over of the installation, the responsibility lies with the vendor for safety, upkeep etc.

N. TRAINING/ FAMILIARIZATION ABOUT OPERATION & MAINTENANCE

- The contractor to AIIMS Rishikesh staff shall give training / familiarization regarding operation & maintenance of the equipment /system at site.

O. Payment Terms

- After successful Supply of material & Successful Completion of work in AIIMS Rishikesh
- Security Deposit @ 2.5 % shall be released after successful completion of Guarantee period.

Note: - 1. If any fault or damage occur during execution will be repair by the contractor or cost of rectification of fault or damage shall be recover from the contractor.

- Rectification of defects shall be attended within a week from date of complaint registered, failing which equivalent period will be added as extended guarantee period or the equivalent amount on new parts will be deducted from security deposit.

P. Installation at site:

- Supplier shall depute the competent technical team for Supply and laying of Cable for Outdoor feeder pillar at different location in AIIMS Rishikesh. All required instruments, tools & tackles, transportation/shifting of material up to site shall be arranged by the supplier. PPEs required for execution and safe working at site shall be arranged by the supplier.

- All packing material shall be shifted to nearby scrap collection point at AIIMS site by the supplier.

<u>TECHNICAL SPECIFICATIONS</u>

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. The make of material has been indicated in the list of acceptable makes. 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.

Signature of the Bidder with Company Seal

7. The proof of purchase in the form of Invoice/cash memo, of all the major components such as Cables, Wires, Fittings, MCB, MCCB, DB's, Meter etc. shall have to be produced by the contractor at the time of final bill or as and when demanded by the department.

8. Test report of all the wire used at site of work shall have to be submitted by the contractor at the time of submission of final bill.

9. The MCB distribution boards shall be factory fabricated in the works of the manufacturer of the MCB's of any of the makes specified and the same shall be duly pre-wired in the works. The board shall be brought to site in ready for installation condition. The MCBs and the MCB distribution board shall be of the same make.

10. The earthing shall be carried out in the presence of the Engineer-in-Charge or his authorized representative.

11. The firm will have to depute their Engineer for installation and testing of work which they have executed without any cost to AIIMS Rishikesh.

12. 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 one years from the date of satisfactory completing the job at own cost.

Signature of the Bidder with Company Seal

Financial Bid

Schedule of work

Name of work: S/I/T/C of 25L and 50L geysers in 40 Nos SR Hostel, 48 Nos.Nursing Hostel and 12 Nos. Type IV Quarters in Residential Complex of Satelite Centre of AIIMS at Kichha

Item No.	Description of item	Qty.	Rate	Unit	Amount	Remarks
1	Supply, Installation, Testing and Commissioning of 5 star rating energy efficient, storage type automatic electric closed water heater (Geyser) in ABS Plastic/powder coated mild steel/ metallic body comprising of inner container made of stainless steel sheet complete with Removable type heating element 2.0 KW, (ISI),CFC free PUF Insulation for minimal Heat Loss ,Removable thermostate,adjustable temperature control ,indication lamp, drain plug, vent pipe pressure relief valve,pressure rating upto 8 Bar(0.8Mpa),Hot and Cold geyser connection pipe with suitable size 3 core flexible cable with 3 Pin Top Plug etc. as reqd. suitable for 230 volts single phase 50 c/s A.C. supply and of following capacity in vertical model ISI marked. with 5 Years warranty. Make-Havells/Crompton/Orient/Racold/Venus					
	A). 25 Ltrs. Vertical Type	124	12742.00	Each	1580008	MR
	B). 50 Ltrs. Vertical Type	6	16854.00	Each	101124	MR
	Total Estimated Cost(Rs.)				1681132	
	Say Rs.				**16,81,132/-**	

Signature of the Bidder with Company Seal

Approved List

S.no.	Material	Brand / Make
1.	3 core flexible Cable	Havells/KEI/Polycab/Finolex
2.	Geysers	Havells/ Crompton/Orient/Racold/Venus

Note:

Any material whose make not defined in NIT shall be prior approved by the Engineer In –Charge.

Executive Engineer **(E)**

Signature of the Bidder with Company Seal