

TENDER

FOR

“Annual Rate Contract for Supply of Diesel & Petrol”

Tender No.: EW-ARC/1/2021-215



**All India Institute of Medical Sciences Rishikesh 249202 Uttarakhand India. Office of
Superintending Engineer AIIMS Rishikesh. Tel No. 0135-2462968,**

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

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

The Executive Engineer, AIIMS Rishikesh on behalf of Director, AIIMS Rishikesh invites rate contract e-tenders for Approved and eligible suppliers of **IOCL/HPCL/BPCL/Reliance** for **“Annual Rate Contract for Supply of Diesel & Petrol.”**

S. no	NIT No.	Name of work & Location	Tender Fees	Estimated cost put to bid (Rs.)	Earnest Money.	Validity of the Rate Contract. (12 Months from date of agreement)	Tender filling start date.	Date & time of Pre Bid Meeting	Last date of online submission of bid, copy of Bid Security Declaration and other documents as specified in the bid document.	Date & time of opening of bid
1	2	3	4	5	6	7	8	9	10	11
1	EW-ARC/1/2021-215	“Annual Rate Contract for Supply of Diesel & Petrol ” At AIIMS Rishikesh.	Nil	7400000	Nil(Required EMD Declaration Form)	12	From 28.10.2021	At 03:00 PM on 06.11.2021	Up to 03:00 PM on 13.11.2021	Up to 03:00 PM on 15.11.2021

- 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.
- Information and Instructions for bidders posted on website shall form part of bid document.
- NIT documents can be seen and downloaded from website www.aiimsrishikesh.edu.in or <https://eprocure.gov.in>
- Those contractors are not registered on the website mentioned above, are requested to get registered beforehand.
- The intending bidder must have valid class-III digital signature to submit the bid.
- On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
- Contractor can upload documents in the form of PDF Format.
- 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.

- The successful bidders has to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within fifteen (15) days from the date of award of this tender in his favor and also required to furnish the PBG @ **3%** or as per latest guidelines of ministry of finance and Department of expenditure against performance guarantee of **approximate value** in the form of FDR from any Nationalized/Schedule bank duly pledged in favor of AIIMS, Rishikesh & payable at Rishikesh only.

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

- I. Bid Security declaration (TO BE TYPED ON NON-JUDICIAL STAMP PAPER OF RS.10/-).**
- II. Certificate of Registration for GST and acknowledgement of GST filed return upto previous quarter.**
- III. Singed with company seal on each pages of NIT and documents uploaded with bid.**
- IV. Annual Financial Turnover should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years.**
- V. Audited Balance sheet by chartered Accountant of last 3 Years.**
- VI. Authorizations of IOCL/HPCL/BPCL/Reliance etc.**

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

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

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

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

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

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

Name of Work: - "Annual Rate Contract for Supply of Diesel & Petrol"

- 1.1** The estimated to Cost of procurement is Rs. **7400000.00/-**. This estimate, however, is given merely as a rough guide.
- 1.2** Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

Criteria of eligibility for submission of bid documents.

- 1.2.1** An Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7/8 (**or other standard Form as mentioned**) which is available as a Govt. of India Publication and available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
- 1.2.2** **The time allowed for carrying out the work will be 12 Months 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.**
- 1.2.3** The bid document consisting of plans if any, specifications, of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from **website www.aiimsrishikesh.edu.in or <https://eprocure.gov.in>**.
- ~~**1.2.4** 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-~~
- 1.2.5** After submission of the bid, the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 1.2.6** 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.
- ~~**1.2.7** Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Bankers Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of AIIMS Rishikesh shall be scanned and uploaded to the e-tendering website within the period of tender submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids . The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT. This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time-~~
- ~~**1.2.8** Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited (as per the latest guidelines of Ministry of finance and department of expenditure) and other documents scanned and uploaded are found in order-~~
- 1.2.9** The Bid submitted shall become invalid and e-Tender Processing Fee shall not be refunded if:
 - (i) The bidders is found ineligible.

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

1.2.10 The contractor whose bid is accepted will be required to furnish performance guarantee of **3% (Three Percent)** of the approximate value (Based on approximate quantity) of or as per latest guidelines of ministry of finance and Department of expenditure of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited (as per the latest guidelines of ministry of finance and department of expenditure) by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with the bid shall be returned after receiving the aforesaid performance guarantee.

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

1.2.12 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.

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

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

1.2.15 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.

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

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

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

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

BID SECURITY DECLARATION

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

Proforma for Earnest Money Deposit Declaration

Whereas, I/We (Name of agency).....
have submitted bids for

(Name of work):- **“Annual Rate Contract for Supply of Diesel & Petrol”**

NIT No. EW-ARC/1/2021-215

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- (1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents.
- (2) If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents.

I/We shall be suspended for two year and shall not be eligible to bid for AIIMS, Rishikesh tenders from date of issue of suspension order.

Signature of the contractor(s)

**GOVERNMENT OF INDIA
AIIMS Rishikesh**

Percentage Rate Tender /item Rate & Contract for Works

Tender for the work of: “Annual Rate Contract for Supply of Diesel & Petrol”

- (i) To be uploaded by 15:00 Hours on 13.11.2021 at <https://eprocure.gov.in>.
- (ii) To be opened in presence of tenderers who may be present at 15:00 Hours on 06.11.2021 in Tender office, AIIMS Rishikesh.

TENDER

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

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

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

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

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

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

Dated :-.....

Signature of Contractor:-
Postal Address:-

Witness :-
Address: -
Occupation :-

ACCEPTANCE

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

.....(Rupees.....
.....).

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

- (a)
- (b)
- (c)

For & on behalf of Director
Signature

अनुसूचियां **SCHEDULES**
[FOR MAJOR COMPONENT]

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

Schedule of quantities (Enclosed)

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अनुसूची 'ख' **SCHEDULE 'B'**
ठेकेदार की निर्गत की जाने वाली सामग्रियों की अनुसूची
Schedule of materials to be issued to the contractor.

As per NIT

अनुसूची 'ग' **SCHEDULE 'C'**

ठेकेदार को भाड़े पर दिए जाने वाले औजार एवं संयंत्र

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
<i>NIL</i>			

अनुसूची 'घ' **SCHEDULE 'D'**
कार्य के लिए विशेष अपेक्षाएं/दस्तावेज, यदि कोई हों, की अतिरिक्त अनुसूची

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

Addl. Specifications attached.

अनुसूची (ङ) **SCHEDULE 'E'**

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

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

Name of work:	:-	“Annual Rate Contract for Supply of Diesel, & Petrol”
कार्य की अनुमानित लागत Estimated cost of work	:-	7400000.00
(i) धरोहर राशि Earnest money	:-	Bid Security declaration form
(ii) निष्पादन गारंटी Performance guarantee	:-	3% of Approximate Value will be take on the date of LOA (Based on Approximate Quantity to be consumed in following Year).
(iii) प्रतिभूति निक्षेप: Security Deposit:	:-	Nil

अनुसूची 'च' **SCHEDULE 'F'**

सामान्य नियम एवं दिशानिर्देश:

General Rules & Directions:

CPWD General specification for electrical work Internal and External (Part-II & I) Amended to date.

निविदा आमंत्रण करने वाला प्राधिकारी
Officer inviting tender –

EE (E), AIIMS Rishikesh

कार्य की मर्दों की मात्रा के लिए अधिकतम प्रतिशत जिससे अधिक निष्पादित मर्दों 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 12.2 & 12.3.

See below

Definitions:

2(v) भारसाधक इंजीनियर

Engineer-in-Charge

EE (E) , AIIMS Rishikesh

2(viii) स्वीकार कर्ता प्राधिकारी

Accepting Authority

Director, AIIMS Rishikesh

2(x) अतिरिक्त और लाभों को पूरा करने के

लिए श्रम एवं सामग्रियों की लागत पर प्रतिशतता

Percentage on cost of materials and labour 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 2020, CPWD Form 7/8 modified & Corrected up to Correction slip received on the date of receipt of tender.

खण्ड Clause 1

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

i) Time allowed for submission of Performance Guarantee, and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare 15 days

~~Board or proof of applying~~ thereof from the date of issue of letter of acceptance

- (उपर्युक्त i) में दी गई अवधि के पश्चात् अधिकतम अनुमेय एक्सटेंशन
ii) Maximum allowable extension with late fee @ 0.10% 7 days
per day of performance guarantee amount beyond the period as provided in (i) above

खण्ड Clause 2

खण्ड 2 के तहत प्रतिकार निश्चित करने वाला प्राधिकारी

Authority for fixing compensation under clause 2

EE (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

Mile stone(s) as per table given below:

N.A

Authority to decide

- (i) Extension of Time

EE (E), AIIMS Rishikesh

- (ii) Rescheduling of mile stones

N.A

खण्ड Clause 6

Clause applicable-(6)

Applicable

खण्ड Clause 7

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

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

N.A

खण्ड 10 d Clause10A

कार्यस्थल प्रयोगशाला में टेकेदार द्वारा उपलब्ध 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 10CC - NOT APPLICABLE.

~~खण्ड 10 गग उन सविदाओ पर लागू होगा जिसमें कार्य समापन की अवधि, अमले कालम में दर्पाई गई अवधि से अधिक अनुबंधित है।~~
Clause 10CC to be applicable in **DELETED** with sipulated period of compensation exceeding the period shown in next column : **Months**

खण्ड Clause 11

कार्य निष्पादन के लिए अनुपालन
Specifications to be followed for execution of work

CPWD General specification for electrical work Internal and External (Part-II & I) with up to correction slip received on the date of receipt of tender.

खण्ड Clause 12

	Type of Work	Annual Rate Contract
12.2 & 12.3	विचलन सीमा जिसके परे खण्ड 12.2 तथा 12.3 भवन निर्माण कार्य के लिए लागू होंगे Deviation limit beyond which clauses 12.2 & 12.3 shall apply for this works.	50%
12.5	(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work)	N.A
	(ii) Deviation limit for item in earth work subhead of DSR or related items)	N.A

खण्ड Clause 16

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी
Competent Authority for deciding reduced rates

N.A

खण्ड Clause 25

Modified as attached at page no.16

खण्ड Clause 31

Whether clause 31 shall be applicable **Yes**

**Sub: - Amendment in general conditions of contractor (GCC) maintenance works -2020
The following provision of GCC-2020 is modified as under**

Existing Provision	Modified Provision
<p>Clause 25 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination ,completion or abandonment thereof shall be dealt with as mentioned hereinafter:</p> <p>(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer/ CPM, or where there is no Chief Engineer/CPM, the Additional Director General/Special Director General (CE/ADG/SDG) who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/CPM/ADG/SDG. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.</p> <p>The DRC will submit its decision to the concerned ADG/SDG for acceptance. ADG/ SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or otherwise on the said decision if the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the ADG/SDG fails to give his acceptance in the</p>	<p>Arbitration & Reconciliation</p> <p>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.</p> <p>b) The award of the Arbitrator shall be binding upon the parties to the dispute.</p> <p>c) Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re enactments 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.</p> <p>d) The cost of arbitration shall be borne equally by both the parties.</p> <p>e) Work under the contract shall be continued during the arbitration proceedings.</p> <p>f) Failure to comply with any of the above conditions can result in termination of the</p> <p>Contract, forfeiture of the security deposit, penalty as may be decided by AIIMS and future blacklisting of the contractor.</p>

aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) ADG/ SDG then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), ADG/SDG or on expiry of aforesaid the time limits available to DRC/ ADG/SDG may give notice to the Chief Engineer/CPM, CPWD, in charge of the work or if there be no Chief Engineer/ CPM, the Additional Director General /Special Director General of the concerned region of CPWD or if there be no Additional Director General/ Special Director General, the Director General, CPWD for appointment of arbitrator one prescribed proforma as per Appendix XVII under intimation to the other party. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

The CE/CPM/ADG/ SDG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/SDG /DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator In the event of

- a) A party fails to appoint the second Arbitrator, or
- b) The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Director General; CPWD shall appoint the second or Presiding Arbitrator as the case may be.

- (ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving

reference to the decision of the ADG/ SDG on the finding / recommendation of DRC.It is also a term of this contract that member(s) of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts, and further he shall have earlier worked at a level not lower than Chief Engineer/ equivalent (i.e. Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator. Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that fees payable to arbitral tribunal shall be as approved by DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ /137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). This fee shall be shared equally by parties. The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

Amendment in CPWD GCC 2020 Maintenance Work.

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

INTEGRITY PACT

To,
.....
.....

Sub: “Annual Rate Contract for Supply of Diesel, Petrol & Lubricant”

Dear Sir,

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

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

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

Yours faithfully,
Executive Engineer (E)
AIIMS Rishikesh

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

To,
Executive Engineer (E),
AIIMS Rishikesh,

Sub: “Annual Rate Contract for Supply of Diesel & Petrol”

Dear Sir,

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

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

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

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

Authorised Representative of Bidder

Signature:

Name :

Address :

Place:

Date:

INTEGRITY AGREEMENT

This Integrity Agreement is made at..... on this..... day of.....20.

BETWEEN

AIIMS Rishikesh represented through Director.....

(Name of Division) AIIMS Rishikesh....., (Hereinafter referred as the (Address) 'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

AND

..... (Name and Address of the Individual/firm/Company)

Through..... (hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (NIT No.) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for.....(Name of work) Hereinafter referred to as the "Contract".

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal / Owner.

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

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

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

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose **(with each tender as per Performa enclosed)** any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

4) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

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

Article 3: Consequences of Breach.

1) Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:

2) If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

3) Forfeiture of Performance Guarantee / Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of, Performance Guarantee and Security Deposit of the Bidder / Contractor.

4) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression.

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.

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

3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact.

This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Director, AIIMS Rishikesh.

Article 7- Other Provisions.

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

Article 8- LEGAL AND PRIOR RIGHTS.

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

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

(For and on behalf of Principal/Owner)

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

(For and on behalf of Bidder/Contractor)

WITNESSES:

1..... (Signature, name and address)

2. (Signature, name and address)

Place: -

Dated:

TREMS AND CONDITIONS

1. Conditional bids would be summararily rejected.
2. **FINAL INSPECTION:** - It will be carried out by Engineer-in –Charge. In case any deficiency noticed during Inspection, the Vendor at his own cost & risk will attend the same.
3. AIIMS will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee’s State Insurance Act, 1948 (ESI), Employee’s Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the contractor’s responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Contract Work. Receipt of any complaints on this ground viewed seriously. It is expressly understood that the manpower deployed by the contractor are not on the rolls of AIIMS and no legal relationship of whatsoever subsists between AIIMS and such personnel employed by the contractor.
4. In case of any damage to AIIMS’s property/premises for which Bidder/dealer is accountable, the contractor will be liable to pay the compensation to AIIMS as may be advised by AIIMS. The contractor shall also take full responsibility and compensate AIIMS for any loss/damage/break-down caused to the installation due to negligence of his workers.
5. **AIIMS will not be responsible for any accident/injury/death caused to the employees provided by the dealer at site. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by AIIMS in this regard.**
6. Integrity Pact (IP) shall be applicable for all tenders / contracts as indicated in tender document. This integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Technical bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with AIIMS shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.
7. **Performance bank guarantee:**
Upon acceptance of Tender, the successful Bidder is required to deposit an amount equivalent to **3% or as per the latest guidelines** of the approximate value (Based on Approximate Quantity per Year) as Performance Bank Guarantee. The Performance bank guarantee should be furnished within 15 days from the date of Letter of acceptance to the contractor. Performance bank guarantee may be furnished in the following forms:-
 - a) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. in the form of FDR only.
 - b) The Bank Guarantee shall not carry any interest.
 - c) The Performance Bank Guarantees should **remain valid for a period of sixty days beyond the rate contract of all contractual obligations of the contractor including warranty obligations and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by AIIMS and same will be release after sixty days of completion of rate contract.**
 - d) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as may be advised by AIIMS. AIIMS shall not be liable for issue of any 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, Stuida colony, 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.

**8. Security Deposit :-
NIL**

9. No any type of Advance will be given to Dealer.

10. Payment Terms:-

100% payment within 30 days after successful supply of the Diesel/Petrol/Lubricant at site.

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

**Executive Engineer (E),
AIIMS Rishikesh**

FORM OF EARNEST MONEY (BANK GUARANTEE BOND)

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

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

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

The Conditions of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of first written demand, without the Engineer-in-Charge having to substantiate 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
(SIGNATURE, NAME AND ADDRESS)

SEAL

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

ADDITIONAL CONDITIONS OF CONTRACTS

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

2.) Performance Guarantee:

The contractor whose bid is accepted will be required to furnish 3% performance guarantee Within fifteen days of issue of LOA and should be in favour of 'AIIMS Rishikesh'. This guarantee may be in the form of Banker's cheque of any public sector bank/Demand Draft of any public sector bank/ Fixed Deposit Receipts or Guarantee Bonds of any public sector bank. In case the contractor fails to deposit the said performance guarantee within the period as indicated above, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

3.) Rates must be quoted as per the format specified Taxes extra if any must be written separately.

4.) Becoming L1 will not be the criteria for awarding of purchase order unless the rates are reasonable & justified. L1 will be decided on maximum discount Rs. /litre basis.

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

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

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

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

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

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

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

13) Bid must be submitted in tender box the following Addresses.

Executive Engineer Office, Tender Box
AIIMS Rishikesh

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

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

- 16) Bidder should submit authorizations of IOCL/HPCL/BPCL/Reliance etc.
- 17) The rate contract with the successful bidder shall be valid for the period of one year from the date of awarding the contract. The annual rate contract awarded as a result of this tender document will be in the nature of a standing offer. Actual supply order may be placed from time to time. No guarantee can be given as to the minimum or actual usage and consequential supply orders.
- 18) AIIMS Rishikesh does not commit any quantity, only the anticipated drawl is mentioned without any commitment.
- 19) The rate contract will be guided by "Fall Clause" mentioned in Manual for procurement of GOODS 2017, 8.1.14 (as described in Annexure-A).
- 20) AIIMS Rishikesh has the option to renegotiate the price with the rate contract holders.
- 21) AIIMS Rishikesh reserves the right to conclude one or more than one rate contract for the same items.
- 22) The rates quoted would be valid for a period of one year or such extended period by mutual consent, as the case may be from the date of execution of the contract.
- 23) Bidder has to submit online downloaded copy for rate justifications of same date and time which will be cross verified with HSD bill and will be submitted for payment.
Or
Any authentic documents issued by OEM to supplier for justification of rate of HSD/fuel.
- 24) Quality of HSD/Petroleum should be Conforms to BIS: 1460:2000 specification for High Speed Diesel Oil.
- 25) AIIMS has the right to get sample to check send to third party for assay testing.
- 26) Consignment should be deliver on working days between 9:00am to 3:00pm except in case emergency of AIIMS Requirement.
- 27) Transportations have its own license and calibrated dip certificated.
- 28) AIIMS will be responsible of payment only after testing quality and quantity satisfactions.
- 29) If transportations send to fuel by lorry, then it should have duly sealed by origin depo.
- 30) If transportations send to fuel in drum, then it will filled in-front AIIMS representative.
- 31) Transportation should be with loading and unloading including all charge on F.O.R at AIIMS Rishikesh Campus, Diesel yard.
- 32) Supplier will responsible for any leakage if found then payment will be paid as per actual quantity found at site.
- 33) Supply of HSD & Petrol should not be stopped, if the payment of any bill is getting delayed for some time due to unavoidable circumstances.
- 34) If any accident happen to vehicle under this contract, supplier is responsible for payable amount and all legal compensations with civil or criminal liability. AIIMS Rishikesh will not be responsible for the same and will not compensate for the same.
- 35) Supplier will have to follow all above terms and conditions. Conditions which are not mentioned here, but if any instruction is given by competent authority of AIIMS Rishikesh, Order in writing etc. will also have to be followed by supplier. If there is any breach in any terms or conditions of contract, instruction or written order

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

- 36) In case of any delay in supplying of consignment as per our required schedule, AIIMS Rishikesh shall make alternate arrangement and any incurred additional cost of the same may be recovered from the Supplier.
- 37) If Supplier firm is Partnership firm, he has to provide Partnership registration letter of firm at the time of agreement. Person who is authorized to write/sign and stamp Supplier's letters, documents, cheques, etc. will only be authorized to sign tender/contract documents and to deal with AIIMS Rishikesh.
- 38) Rate quoted by the bidder will be firm & final included all taxes, levies etc. since the date of agreement till contract period i.e. date of termination of contract. No extra payment will be done at any cost.
- 39) The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.
- 40) Relaxation for Start-ups: All other terms & conditions will be as per the Department of Expenditure, Ministry of Finance D.O. letter No.12(11)/2017-SI dated 22.06.2017 and Clause 03 of Department of Industrial Policy and Promotion (DIPP) O.M. No.F.2012/02/ 2014-PPD (pt.) dated 20.09.2016. Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.
- 41) Liquidated damage/demerge: - The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver any consignment within the period prescribed for such delivery in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited.
- 42) Cancellation of Contract in Full or in Part
AIIMS at its sole discretion can terminate the contract at any time during the period of contract, If the Contractor:
- a) At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from the AIIMS, Rishikesh.; or
 - b) Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the AIIMS, Rishikesh.; or
 - c) Fails to yearly performance evaluation of the service provider/contractor by AIIMS or third party inspection report or both; or
 - d) Violates any of the terms and conditions stipulated in the agreement/tender document.

43) **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.

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

45) 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 contract
 - (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.

46) **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 labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- b) The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.
- c) The Contractor shall pay all taxes, fees, license charges, deposits, tolls, royalties, commission or other charges which may be liable on account of his operations in executing the contract.
- d) Contactor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- e) The Contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

- 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 contractor 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 signed by the contractor'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.

47) Force Majeure

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.~~

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

**49) The General Conditions of the Contract (GCC) of CPWD can be seen and downloaded from CPWD website and given below link:-
https://cpwd.gov.in/Publication/GCC_Maintenance_Works_2020.pdf respective amended are attached at page no 18.**

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

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

Annexure -1

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: **“Annual Rate Contract for Supply of Diesel, Petrol & Lubricant”**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above-mentioned 'Tender/Work' from the web site(s) namely: www.aiimsrishikesh.edu.in as per advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Private organization.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

Date:
Place:

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

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

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:

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 agree 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.

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:-

Descriptions	2018-2019	2019-2020	2020-2021
Gross Annual Turn Over			
Average turn-over of three years			

II) Profit / Loss for last Three years ending 31.03.2020:-

S.No.	Financial Information in Rs. Equivalent	2018-2019	2019-2020	2020-2021
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

Annexure-8

Check List

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

Signature of Bidder(S) with Seal

Scheduled of Quantity

Price Bid.

S.no	Items	Approximate annual consumption (in liters)	Maximum Discount Rs./litre for annual
1	High Speed Diesel	70,000	To be fill on CPP portal
2	Petrol	4,000	To be fill on CPP portal

Note: -

- The contract will be award the bidder that will quoted maximum discount Rs. / litre.
- H1 bidder will be decided item wise.
- The quantity given in tender is merely based on as on date consumption of diesel and petrol, AIIMS Institute is not bound to purchase or procure the total annual quantity of diesel and petrol as mentioned in schedule of quantities.
- Quantity may decrease/Increase as per actual consumption, Hence bidder cannot claim/forced to purchase the total quantity of diesel and petrol or cannot refuse to provide extra quantity as per shown in schedule of quantity.