

TENDER

FOR

A SITC of repair and maintenance of cables for energies the dead UPS bus duct at Hospital and OPD building in AIIMS Rishikesh.

Tender No.: 47/01/2020-21/RIS/ES-25



**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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AIIMS Introduction

All India Institute of Medical Sciences, Rishikesh is a medical college and hospital based in Rishikesh, Uttarakhand, India. The Institute operates autonomously under the Ministry of Health and Family Welfare. Minister for Health and Family Welfare, serves as the president.

Instruction to Bidders (ITB)

- 1. Name of Work:** A SITC of repair and maintenance for energies the dead UPS bus duct at Hospital and OPD building in AIIMS Rishikesh.
- 2.** AIIMS, Rishikesh, (AIIMS) invites bids by E-tender system in two bid system (Technical & Financial Bid) from experienced and reputed Contractors, agencies/firms engaged in A SITC of repair and maintenance for energies the dead UPS bus duct at Hospital and OPD building in AIIMS Rishikesh. having minimum five year experience in the field, as under:-

Tender No.: 47/01/2020-21/RIS/ES-25		Dated 06.07.2020
Ser. No.	Type	Description
(i)	Name of Work	A SITC of repair and maintenance for energies the dead UPS bus duct at Hospital and OPD building in AIIMS Rishikesh.
(ii)	Earnest Money Deposit(EMD)	Rs.46,402/-
(iii)	Site Inspection	On 10.07.2020 from 1000 Hrs. to 1700 Hrs. at AIIMS, Rishikesh.
(iv)	Pre Bid Meeting	On 16.07.2020 at 1500 Hrs. to 1600 Hrs. at AIIMS, Rishikesh.
(v)	Last Date of downloading of tender document	Up to 21.07.2020 (1700Hrs.) from www.aiimsrishikesh.edu.in
(vi)	Deposit of EMD should be submitted in the form of RTGS. Payable at AIIMS Rishikesh.	Up to 21.07.2020 up to (1500 Hrs.)
(vii)	Tender Fees should be submitted in the form of RTGS. Payable at AIIMS Rishikesh.	Rs. 1180.00/-
(viii)	Last date and time of submission of electronic bid	21.07.2020 upto 1700Hrs. on www.aiimsrishikesh.edu.in
(ix)	Opening of Technical bid	On 23.07.2020 at 1100Hrs. on www.aiimsrishikesh.edu.in
(x)	Opening of Financial Bid	On www.aiimsrishikesh.edu.in and to be intimated separately to the qualified bidders.
(xi)	Period of completion	30 Days

The bids are to be submitted online in electronic format on website www.aiimsrishikesh.edu.in. The Bidders may download Tender Document along with terms and conditions from AIIMS Rishikesh website www.aiimsrishikesh.edu.in home page by clicking e-tendering portal www.aiimsrishikesh.edu.in. The bidders are requested to submit their bids prior to last date of submission to avoid any technical or other difficulty resulting in non-submission of their bids due to non-availability of website at last moment and or any reason whatsoever. Neither AIIMS nor the E-Tendering service provider shall be responsible for any issues such as internet connectivity or non-compatibility internet browser or corrupt files uploaded by the bidder (uploaded file should open properly and clearly visible in Adobe Acrobat reader) etc. The last date and time of submission of bids will not be extended due to the hanging of the system or congestion due to internet at the end of the bidders at the time of submitting tender . Bids not submitted online will not be entertained. AIIMS reserve the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

3. Bidders who wish to participate in this tender will have to register on line www.aiimsrishikesh.edu.in. Bidders will have to procure Digital Signature Certificate (Type- III) as per information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency etc.

4. Bidders who already have a valid Digital Certificate do not need to procure a new Digital Certificate. **The bidders are requested to read the user manual available on website: - www.aiimsrishikesh.edu.in before initiating the process of E-Tendering.**

5. Before electronically submitting the tenders, it should be ensured that all the tender papers are digitally signed by the bidders.

6. **On Line submission of bids:** The online bids will have to be digitally signed and submitted within the time specified. Technical documents may be downloaded from CPP site <https://eprocure.gov.in> and NIT may be downloaded from institute's website www.aiimsrishikesh.edu.in or the following manner:-

6.1 Technical Bid: Scanned Copies to be uploaded (.pdf)

6.1.1 The bidder will have to deposit EMD **Rs.46,402/-**(Rupees Forty Six Thousand Four Hundred Two Only) through RTGS in favour of "AIIMS " payable at Rishikesh before the last date and time of submission of bid, and obtain a receipt thereof and bidders shall upload the scanned copy of receipt as proof of depositing EMD along with technical bid. Otherwise, the bid in electronic form will not be considered.

6.1.2 The technical information has to be prepared very carefully as indicated in the tender document since it will be the basis for the pre- qualification of bidders. Only relevant and to the point information/document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing. Technical formats i.e. all Annexures, except Financial Bid Annexures/Schedule, any other relevant supporting documents including all the pages of tender document must be signed by hand of the authorized representative along with date as token of acceptance of the terms & conditions of tender, copy in favor of person signing the document in support of authorization /Power of Attorney, whichever is applicable should be uploaded by the bidder.

6.2 Financial Bid (.xls): This section shall consist of financial format/schedules; the authorized representative along with date must sign them. The rates as given in the schedule shall quote in figures and the rates must be inclusive of all taxes in financial bid. The bidder is required to check the description, quantity, prices/amount, etc. carefully before uploading financial bid.

7. **EMD is essential with technical bid for all the participant. Otherwise, bid in electronic form is liable to be rejected.**

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

9. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

10. **Opening of Technical Bids:** Technical bids will be opened on **23.07.2020 at 1100 Hrs.**

on www.aiimsrishikesh.edu.in. by the Tender Committee. AIIMS shall evaluate the technical bid to pre- qualify the bidders.

11. Opening of Financial Bids: Exact date and time shall be communicated through official E-mail address given in the bid document to the qualified bidders.

12. Conditional bids would be summarily rejected.

13. In case no bid or single bid is received, or any other reason whatsoever, AIIMS may at its sole discretion cancel the whole tendering process or extend the last date and time of submission of the bid.

14. Pre-bid Meeting: For any clarification on the Bidding Document, a pre bid meeting will be held on **16.07.2017 at 1500 Hrs. to 1600 Hrs.** at AIIMS, Rishikesh.

15. Any separately submitted discount letter on the financial price shall not be considered by AIIMS and shall be a ground for disqualification. Evaluation of financial bid shall be considered only on the quoted price in the financial bid submitted by the bidders.

16. Contact Person: In case of any query, you may contact any of the following officials:

a) Executive Engineer (Electrical AIIMS, Rishikesh).

17. Bid can only be submitted after depositing tender fee in favour of AIIMS Rishikesh and uploading the mandatory scanned documents such as UTR number of RTGS payment towards EMD in favour of AIIMS Rishikesh in following bank account.

a) **Bank Name** :- Punjab National Bank

b) **Branch Name** :- PNB Pashulok

c) **Account Number** :- 6189000100021125

d) **IFSC Code** :- PUNB0618900

17.1 The Earnest Money Deposit submitted by the bidder may be forfeited if,

a) Successful bidder fails to execute an Agreement within specified time as per intimation/request of the AIIMS,

b) Successful Bidder withdraws his tender or backs out after acceptance,

c) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,

d) Bidder violates any of the terms and conditions of the tender,

e) Bidder revises any of the items quoted during the validity period,

f) Bidder is found to have indulged in fraudulent practices in the bid submission process.

18. 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 labour, 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.

19. Contractor must ensure to quote rate of each item. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such items shall be treated as "0" (Zero).

20. (i) The Contractor should quote the rate of item including GST as per statutory rules. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage. The UTR number of EMD deposition will be uploaded by the contractor.

(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.

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

22. 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 favour and also required to furnish the security deposit @ 5% against performance guarantee of contract value in the form of FD/BG/TD/CD from any Nationalized/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh.

23. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 90 (Ninety) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law. 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 Government 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 rebidding process of the work.**

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

I. UTR of RTGS payment of Tender Fee and EMD.

II. Enlistment Order of CPWD, BSNL, Railways, MES and State government department.

III. Electrical contractor License For carrying out LT electric work

IV. Certificate of Registration for GST/ Sales Tax / VAT and acknowledgement of up to date filed return.

V. Certificate of work experience (As specified in Clause 1.2.1 of CPWD-6.

VI. Singed on each pages of NIT and documents and uploaded with bid.

VII. Annual Turnover certificate.

VIII. Authorizations certificate of OEM.

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

25. Only Authorised signatory will be permitted to sign any type of documents.

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

Item rate tenders are invited on behalf of Director, AIIMS Rishikesh from approved and eligible contractors of CPWD, MES, and Railways & Govt. Departments of Uttarakhand state for the work of "A SITC of repair and maintenance for energies the dead UPS bus duct at Hospital and OPD building in AIIMS Rishikesh."

The enlistment of the contractors should be valid on the last date of submission of bids.
In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1** The work is estimated to Cost Rs. **23,20,100.00**, 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 Criteria of eligibility

Three similar works each of value not less than **Rs. 9,28,040.00** or two similar work each of value not less than **Rs.13,92,060.00** or one similar work of value not less than **Rs. 18,56,080.00** in last 7 years ending last day of the month previous to the one in which the tenders are invited.

Similar works means "Electrical work".

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of tenders.

- 1.2.2** Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 8 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 30 (Thirty) 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 bid documents.
- 1.2.4** The site for the work is available.
- 1.2.5** The tender 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>. The cost of tender is Rs.1180 (inclusive GST). Those who downloads the tender document from website should upload scan copy of UTR number of RTGS Payment of Rs. 1180.00 (non-refundable) in favour of "AIIMS, Rishikesh", payable at Rishikesh as per following details.

- a) Bank Name** :- **Punjab National Bank**
- b) Branch Name** :- **PNB Pashulok**
- c) Account Number** :- **6189000100021125**
- d) IFSC Code** :- **PUNB0618900**

The required EMD shall be uploaded with the required documents otherwise tender submitted may stand rejected

- 1.2.6** 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.
- 1.2.7** 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.
- 1.2.8** The contractor whose bid is accepted will be required to furnish performance guarantee of 10% (Ten Percent) 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 by the contractor shall be forfeited automatically without any notice to the contractor. **The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.**

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited 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 bidder does not deposit original EMD with Superintending Engineer, AIIMS Rishikesh.
 - (iii) The bidders does not upload all the documents (including service tax registration/ GST/ VAT registration/ Sales Tax registration) as stipulated in the bid document including the copy of receipt for deposition of original EMD.
 - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
- 1.2.10** Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders 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 bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers & all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
- 1.2.11** The competent authority 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 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 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.

1.2.15 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 aforesaid 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 days from the date of opening of bids/90 days from the date of opening of financial bid.. If any bidders 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 Government 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 rebidding process of the work.

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.
b) Standard C.P.W.D. Form 8 or other Standard C.P.W.D. Form as applicable.

निविदा TENDER

मैंने/हमने कार्य के लिए निविदा आमंत्रण सूचना, अनुसूची क,ख,ग,घ, ङ, और च, लागू विनिर्देश, नक्शे एवं डिजाइन, सामान्य नियम एवं निर्देश, ठेके के उपबंध, विषिष्ट शर्तों, दर अनुसूची एवं अन्य कागजात तथा ठेके की शर्तों में दिए गए नियम तथा निविदा कागजात में उल्लिखित अन्य बातों को पढ़ व जांच लिया है।

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.

मैं/हम, एतद्वारा अनुसूची 'च' में विनिर्दिष्ट समय के भीतर विनिर्दिष्ट कार्य, यथा-मात्राओं की अनुसूची तथा सभी संबंधित विनिर्देशों, डिजाइनों, नक्शों के अनुरूप तथा सामान्य नियमावली के नियम-1 और ठेके की शर्तों के खंड-11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती है और उसके संबंध में, ऐसी शर्तें जो लागू हों, के अनुरूप निष्पादन हेतु निविदा देता हूँ/देते हैं।

I/We hereby tender for the execution of the work specified within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings 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 respects in accordance with, such conditions so far as applicable.

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

₹ **46,402.00** की धनराशि, धरोहर राशि के रूप में ट्रेजरी चालान रसीद/अनुसूचित बैंक की मांग जमा रसीद/ अनुसूचित बैंक की सावधी जमा रसीद /अनुसूचित बैंक का डिमांड ड्राफ्ट/ अनुसूचित बैंक द्वारा जारी बैंक गारंटी के रूप में इसके साथ भेजी जा रही है। यदि मैं / हम निधारित निष्पादन गारंटी को निधारित समय अवधि में प्रस्तुत करने में असफल रहते हैं तो मैं / हम यह मंजूर करते हैं कि एम्स ऋषिकेश के निदेशक या उनके कार्यालय के उत्तराधिकारी किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि जब्त करने के लिए पूर्णतया स्वतंत्र होंगे। इसके अलावा, यदि मैं/हम विनिर्दिष्ट कार्य प्रारंभ करने में असफल रहते हैं तो मैं/ हम यह मंजूर करते हैं कि एम्स ऋषिकेश के निदेशक या उनके कार्यालय के उत्तराधिकारी कानून में उपलब्ध किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि, तथा निष्पादन गारंटी जब्त करने के लिए पूर्णतया स्वतंत्र होंगे अन्यथा उक्त धरोहर राशि निविदा कागजात के अनुसार उसमें निहित शर्तों व निबंधनों के अनुसार कार्यों के निष्पादन एवं आदिष्ट विचलनों को अनुसूची 'च' में वर्णित प्रतिषत से अनधिक व निविदा प्रपत्र के खण्डों 12.2 व 12.3 में निहित प्रावधानों के अनुसार निश्चित की जाने वाली दरों पर उस सीमा से अधिक के विचलनों के करने के लिए उनके द्वारा प्रतिभूति-निपेक्ष के रूप में रोक ली जाएगी। इसके अतिरिक्त मैं/हम सहमत हैं कि बयाना राशि या बयाना राशि तथा उपर्युक्त निष्पादन गारंटी जब्त हो जाने के मामले में मुझे/हमें कार्य की पुनः निविदा प्रक्रिया में भाग लेने से रोक दिया जाएगा।

A sum of ₹ **46,402.00** is hereby forwarded as RTGS payment on account of earnest money. 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, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director of AIIMS Rishikesh or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said Performance Guarantee shall be 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 both earnest money and 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 AIIMS Rishikesh, 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.

मैं/हम एतद्द्वारा घोषणा करते हैं कि मैं/हम निविदा कागजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कागजात के रूप में रखेंगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, जिन्हें मैं/हम सूचित करने के लिए प्राधिकृत हो, से भिन्न किसी को, नहीं बताएंगे या जानकारी को किसी ऐसे रूप में प्रयोग नहीं करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो।

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 therefrom to any person other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

तारीख Dated #.....

ठेकेदार के हस्ताक्षर Signature of Contractor#
डाक का पता Postal Address#

साक्षी Witness : #

पता Address: #

उपजीविका Occupation : #
applicable

To be filled in by the contractor/witness as

ACCEPTANCE

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of the Director, AIIMS Rishikesh for a sum of ₹. _____

(Rupees _____)

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

- a)
- b)
- c)

For & on behalf of Director, AIIMS Rishikesh

Signature.....

तारीख Dated

Designation.....

अनुसूचियां SCHEDULES
[FOR MAJOR COMPONENT]

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

Schedule of quantities (Enclosed)

Page No. – 59-60

अनुसूची 'ख' **SCHEDULE 'B'**
टेकेदार की निर्गत की जाने वाली सामग्रियों की अनुसूची

Schedule of materials to be issued to the contractor.

NA

अनुसूची 'ग' **SCHEDULE 'C'**

टेकेदार 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 'द' **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 (इ) **SCHEDULE 'E'**

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

General conditions of contract for CPWD works
2016, 2019 as amended upto date and special
conditions attached herewith the tender
document except clause-25.

Name of work: A SITC of repair and maintenance for energies the dead UPS bus duct at Hospital and OPD building in AIIMS Rishikesh.

कार्य की अनुमानित लागत Estimated cost of work

: ₹ **23,20,100.00**

(i) धरोहर राशि Earnest money

: ₹ 46,402.00

(ii) निष्पादन गारंटी Performance guarantee :

10% of tendered value. निविदित मूल्य का 10 प्रतिशत

(iii) प्रतिभूति निक्षेप: Security Deposit:

2.5% of tendered value plus 50% of performance guarantee for contract, involving maintenance of the building and services / other work after construction of same building and services / other work.

अनुसूची 'च' **SCHEDULE 'F'**

सामान्य नियम एवं दिशानिर्देश:

General Rules & Directions:

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 see below 12.2 & 12.3.

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 2016,2019 as amended up to date CPWD form 8 as modified & corrected up to date (Whether correction vide latest circulars are incorporated or not in this document).

9(ii) मानक के.लो.नि.वि. ठेका फार्म
Standard CPWD contract Form

CPWD form 8 (Print edition -2016) as modified with up to date correction slip.

खण्ड Clause 1

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

Time allowed for submission of performance guarantee from the date of issue of letter of acceptance : 15 days

;पद्ध (उपर्युक्त प) में दी गई अवधि के पश्चात् अधिकतम अनुमय एक्सटेंशन

Maximum allowable extension with late fee @ 0.10% per day of performance guarantee amount beyond

the period as provided in (i) above : 7 days

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

Milestone(s): -

N.A

कार्य निष्पादित करने के लिए अनुमत्य समय
Time allowed for execution of work

30 Days

Authority to decide
(i) Extension of Time
(ii) Rescheduling of mile stones

**EE (E), AIIMS Rishikesh
N.A**

(iii) Shifting of date of start in case of delay in handing over of site

EE (E), AIIMS Rishikesh

खण्ड Clause 6, 6A

खंड लागू—(6 या 6 क) बसनेम चचसपबंड्सम

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 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 सविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अमले कालम में दर्शाई गई अवधि से अधिक अनुबंधित है।
Clause 10CC to be applicable in **DELETE** with stipulated 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

Specification attached in Tender document.

खण्ड Clause 12

	Type of Work	Original Work
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.	30 %
12.5	(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work)	N.A

खण्ड Clause 16

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी

Competent Authority for deciding reduced rates

SE, AIIMS Rishikesh or successor thereof

खण्ड Clause 18

कार्यस्थल पर ठेकेदार द्वारा लगाये जाने वाली अनिवार्य मशीनरी औजार एवं सयंत्रों की सूची :-

List of mandatory machines, tools and plants to be deployed by the contractor at site.

N.A.

खण्ड Clause 42

I) क) सीमेन्ट और बिटुमन की अनुमानमूल मात्रा निर्धारित करने के लिए [अनुसूची / विवरण](#)

I) (a) Schedule/statement for determining theoretical quantity of cement & bitumen

N.A

II) अनुमानमूलक मात्राओं में अनुमत विचलन
Variations permissible on theoretical quantities.

N.A

क) सीमेन्ट जिन कार्यों के लिए निविदा में अनुमानित मूल्य रु. 5 लाख से अधिक न हो

- | | | |
|----|--|------------|
| a) | Cement for works with estimated cost put to tender not more than Rs. 5 lakhs
जिन कार्यों के लिए निविदामें अनुमानित मूल्य रू. 5 लाख से अधिक हो | N.A |
| | for works with estimated cost put to tender more than Rs. 5 lakhs | N.A |
| ख) | बिटुमन सभी कार्यों के लिए | |
| b) | Bitumen for all works | N.A |
| ग) | इस्पात प्रत्येक व्यास, कोट और श्रेणी के लिए पूर्णवर्लन और संरचनात्मक इस्पात काट | |
| c) | Steel Reinforcement and structural steel sections for each diameter, section and category. | N.A |
| घ) | सभी अन्य सामग्रियां | |
| d) | All other materials | N.A |

AMENDMENTS TO GENERAL CONDITIONS OF CONTRACT 2014

OM No. DG/CON/282 Dated 10-12-2014

**Sub: Modification in the 5th Paragraph of clause-25(ii) of GCC 2014.
The following 5th Paragraph of clause-25(ii) of GCC 2014 is modified as under**

<u>EXISTING Provision</u>	<u>Modified Provision</u>
Clause 25 (ii) 5th Paragraph The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act- 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.	Clause 25 (ii) 5th Paragraph The arbitration shall be conducted in the accordance with the provisions of the Arbitration and Conciliation Act- 1996 (26 of 1996) /The Jammu & Kashmir Arbitration and Conciliation Act, 1997(35 of 1997) (as the case may be) or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause

OM No DG/SE/CM/CON/283 Dated 05-05-2015

Sub- Payment of wages to the labour by Contractor

The Following provision of CPWD contractor labour Regulation of GCC2014 are amended

<i>Existing Provision</i>	<i>Modified Provision</i>
<i>C.P.W.D. Contractor's Labour Regulations 5. Payment of Wages vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf. vii) All wages shall be paid in current coin or currency or in both. x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen. xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage cum-Muster Roll" as the case may be in the following form :- "Certified that the amount shown in column Nohas been paid to the workman concerned in my presence</i>	<i>C.P.W.D. Contractor's Labour Regulations 5. Payment of Wages vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account. vii) All wages shall be paid through Bank, ECS, or online transfer. x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour. xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage cum-Muster Roll" as the case may be in the following form:- "Certified that the amount shown in column Nohas been paid to the workman concerned through bank account of labour onat"</i>

OM No DG/CON/285 Dated 05-06-2015

**Sub: Amendment in general conditions of contractor (GCC)-2014
The following provision of GCC 2014 is modified as under**

<p><i>Clause 5.1</i> <i>As soon as possible after the Contact is concluded, the contractor shall submit a time and progress chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract document for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of section of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate Programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'</i></p> <p><i>Clause 5.1</i></p>	<p><i>Clause 5.1</i> The contractor shall submit a Programme Chart (Time and Progress) for each mile stone along with performance guarantee and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract document for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate Programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'</p>
<p><u>Clause 7A</u> <u>No Provision</u></p>	<p><i>Clause 7A</i> <i>No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the Contractor to the Engineer-in-Charge.</i></p>
<p><i>Clause 19</i> <i>The Contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work, and continue to have a valid license until the completion of the work</i></p>	<p><i>Clause 19</i> <i>The Contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work, and continue to have a valid license until the completion of the work.</i> <i>The contractor shall also comply with provisions of the Inter –State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.</i></p>

TREMS AND CONDITIONS

1. The work shall be carried out strictly in accordance with CPWD specifications for electrical works Part-I Internal 2013 and 1995 (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. Has right to inspect the material at manufacturers' place before installation at site.
3. The work shall be carried out according to approved drawings/details which shall be subsequently issued to the successful for execution of work and as per instructions of the Engineer-in-Charge who will have the right to change the layout as per requirement at site and the contractor shall not have any claim due to change in layout.
4. All damages done to the building, roads, pathways, floors, walls during execution of electrical work shall be the responsibility of the contractor and the same will be made good immediately at his own cost to the satisfaction of the Engineer-in-Charge. Any expenditure incurred by the department in this condition shall be recovered from the contractor and decision of the Engineer-in-Charge about recovery shall be final.
5. The bad workmanship will not be accepted and defects shall be rectified at contractor's cost of the satisfaction of the Engineer-in-Charge. The Programme of electrical works are to be coordinated in accordance with the building work and no claim for idle labour will stipulated in the tender, electrical work shall have to be completed within 30 days of the completion of civil work.
6. All the debris of the electrical 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.
7. Issue of material to the contractor wherever stipulated, shall be according to the requirement at site from time to time depending upon the progress of work.
8. Cement for this bonafied work is to be arranged and used by the contractor himself and nothing extra will be paid on this account.
9. 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.
10. The size of conduit and wiring shall be got approved from the Engineer-in-Charge before taking up to the execution.
11. The contractor shall make his own arrangement at his own cost for electrical/general tools and plants required for the work
12. Main board and main distribution board: The work shall be carried out according to the drawings/details as approved by the Engineer-in-Charge. The contractor shall have to get the samples approved before the whole lot is brought to site and it shall include all inter connections etc.
13. No Central/State sales tax/VAT/Contract tax/Excise duty etc. shall be separately paid by the department. The rates tendered should be inclusive all taxes and duties (exclusive of service tax) 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. No Form-D, 31/32 (Road permit) shall be issued by the department. The road permit shall be arranged by the tenderer on his own.
14. The entire installation shall be at the risk and responsibility of the contractor until these are tested and handed over to the department. However if there is any delay in construction from the department side, the installation may be taken over in parts, but the decision on the same shall rest with Engineer-in-Charge which shall be binding on the contractor.
15. Not withstanding 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.

16. The connection, inter connection, earthing and inter earthing shall be done by the contractor wherever required and nothing extra shall be paid on this account.

17. Some of the items of work, if already executed: on that case the successful tenderer shall have to use these items for completing the work. For wiring, the existing conduit wherever required shall be used by the contractor. The recovery will be made for these items as accepted rate of other agencies.

18. Nothing extra shall be paid for :-

(a) Inter connections with thimbles/wires/tapes strips etc.

19 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.

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

21 All necessary work required to make full functional will be taken up the successful bidder.

22 It is a SITC type 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. The Spare list given above is tentative hence contractor may provide a comprehensive list which is suppose to be require to make full functional facility.

23 . All tools and tackles required for overhauling will be arranged by the party.

24 Guarantee Period:-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 year from the date of satisfactory completing the job. He has to rectify the fault arises due to above at own cost.

25 Note:- Electrical Panel Drawing and design shall be approved by Engineer in charge prior manufacturing of panel. All material used under this work of Internal Electrification of laundry shall be approved by Engineer in charge before execution.

26 Before payment from AIIMS the contractor has to submit an affidavit regarding timely payment of wages (as per govt. rule) for labour working under vendor on respective site.

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

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

TECHNICAL SPECIFICATIONS

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 makes of material have 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.
7. The proof of purchase in the form of Invoice/cash memo, of all the major components such as Cables, Wires, Fittings, MCB DB's, Geysers, Exhaust fans etc. shall have to be produced by the contractor at the time of final bill or as and when demanded by the deptt.
8. Test report of all the XLPE insulated PVC sheathed armoured power cables used at site of work shall have to be submitted by the contractor at the time of submission of final bill.
9. Where switches/sockets/telephone outlets are to be provided, the same shall be of only one make.
10. 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.
11. The earthing shall be carried out in the presence of the Engineer-in-Charge or his authorized representative.
12. All fittings/fans will be earthed as per specifications.

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

GENERAL CONDITIONS OF CONTRACTS (GCC)

1. Downloading Bid document from the website:

The Bidder may download Tender Document along with terms and conditions from AIIMS website www.aiimsrishikesh.edu.in home page by clicking e-tendering portal <https://eprocure.gov.in> website. Bidder must keep track of any corrigendum and/ or addendum or any change in the schedule or any other relevant information issued in respect of the subject tender by AIIMS.

2. Amendment to Bid documents:

At any time prior to the deadline for submission of Bids, AIIMS may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum/corrigendum.

- i) The corrigendum/amendment will be issued /published in website <https://eprocure.gov.in> or www.aiimsrishikesh.edu.in only. Bidders shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum up to last date of submission of bid.

3. Clarification on Bids:

- a) To assist in the examination, evaluation and comparison of the technical bids, AIIMS may, at its discretion, ask the Bidder for a clarification on its Bid. No change in price of the Bid shall be sought, offered or permitted. If required, AIIMS reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.
- b) AIIMS reserves the right to conduct joint post bid discussion after opening the technical bids, for clarification on technical bid and may amend the technical bid requirements so as to bring all the bidders on to a common platform and any amendment shall be available on e-tendering website <https://eprocure.gov.in> and/or www.aiimsrishikesh.edu.in

4. Execution of Contract Agreement:

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent /work order by AIIMS. The Bidder shall submit an unqualified acceptance to the Letter of Intent/Work order within the period stipulated therein. The successful bidder shall be required to execute an agreement in the prescribed form, on a non-judicial stamp paper of Rs.100/- within 15 days from the issue of LOI/Work Order. The contract agreement shall be signed by a person duly authorized/empowered by the bidder. The bidder shall pay for all stamps duty and legal charges, incidental expenses, if any.

5. Abnormal Rates:

The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

6. The bidder should physically inspect the entire systems, which are to be covered under contract and also to make an assessment of the average consumption of consumables/spares etc., before quoting their rates.

7. **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.

8. **Drawing & Design:** The contractor shall prepare drawings viz., - Single Line Diagram (SLD), Layout Drawing, Scheme drawing etc. or other related drawing in AutoCAD, as per existing equipments installed in the building, as and when directed by AIIMS or if any modification/changes take place due to repair/replacement/up-gradation during the contract. The contractor shall submit the drawings in Hard as well in soft copy to AIIMS for its reference.

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

10. 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.

11. This being a pure works contract, 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 Labour 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 Labour Laws/regulations and AIIMS will have no responsibility, whatsoever.

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

13. The employees of the contractor will work strictly under the direction and administrative control of the contractor's Manager/Supervisor/Site Engineer. However, the contractor's supervisory staff will have to execute the work through their employees according to the requirement, need and/ instructions of the designated officers of AIIMS.

14. The employee of the contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor 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.

15. In case of any damage to AIIMS's property/premises for which contractor is accountable, the contractor will be liable to pay the compensation to AIIMS as may be advised by AIIMS. The contractor shall also take full responsibility and compensate AIIMS for any loss/damage/break-down caused to the installation due to negligence of his workers.

16. AIIMS will not be responsible for any injury/death caused to the employees provided by the contractor at site. It will be the responsibility of the contractor to abide with the all the provisions of

the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by AIIMS in this regard.

17. The workforce deployed by the contractor should be adequately covered under Personal Accident Insurance Plan.

18. **Dispatch Instructions**

a) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed by hand of the authorized representative, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as required in the following pages.

b) Bidders are advised to study all the tender documents carefully. Any submission in tender shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidder have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the scope of work or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., bidder shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarification shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

c) 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.

19. **Data to be Enclosed**

Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.

a) Income Tax Permanent Account Number: Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, Tender Acceptance Letter etc. shall be furnished along with tender.

b) Organization Chart: The organization chart of the bidder's organization, including names, addresses and contact information of the Directors/Partners may be furnished along with the offer.

c) An attested copy of the Power of Attorney/Authorization letter, in case the tender is signed by an individual other than the sole proprietor.

d) Proof of Turnover.

e) Proof of Registration Number for PF, ESI, Service Tax, TIN No. PAN etc.

f) Evidence of minimum three-year's experience.

g) In Case of Individual Tender: His /her full name, address and place & nature of business.

h) In Case of Partnership Firm: The names of all the partners and their addresses. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.

i) In Case of Companies: Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and Articles of Association are also to be furnished) Nature of business carried on by the company and the provisions of the Memorandum relating thereof.

j) 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.

20. **Language**

a) The bidder shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

b) All entries in the tender shall either be typed or written legibly in ink. Erasing and overwriting is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the bidder.

21. **Price Discrepancy:** In the case of financial bid opening, if there are differences between the rates given by the bidder in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

a) In case of lump-sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

22. **Evaluation of Bids**

a) 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.

b) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour, consumables without tools & plants (T&P), then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, AIIMS reserves the right to ask for further proofs including submission of TDS certificates for the said job.

c) In case the qualifying experience is claimed by private organizations based on work order and completion certificates from another private organization, AIIMS reserves the right to ask for further proofs including submission of TDS certificates for the said job.

d) Assessing Bidder capacity for executing the current tender shall be as per Notice inviting Tender.

e) Financial bids of shortlisted bidders (qualified in technical bid) shall only be opened through e- financial bid opening.

f) Financial bids of unqualified bidders shall not be opened.

g) Conditional bids may be rejected by AIIMS. The technical evaluation shall be made strictly on the basis of the documents submitted by the bidders in support of the eligibility, the technical and commercial response. All the required information shall be furnished strictly in prescribed schedules/Annexure only. Any information indicated other than prescribed

schedules/Annexure shall not be entertained. The financial evaluation shall be made on the basis of the total price/charges as indicated in the schedule of rates/ financial. AIIMS is not bound to accept the lowest quoted offer. Conditions, if any, on any document enclosed with financial Bid shall not be considered. AIIMS's decision in this regard shall be final and binding.

23. **Defect Liability period/ warranty/ guarantee:-**

The contractor will be responsible for malfunctioning of Material/spares fittings/fixtures supplied by him, it might be due to poor workmanship or due to spare supplied by him, for a period of Guarantee/warranty from the date of material received at AIIMS store. If any panel will be defected, contractor has to replace the same at his own cost within given time by AIIMS authority.

24. **Performance bank guarantee:**

Upon acceptance of Tender, the successful Bidder is required to deposit an amount equivalent to 10% of the average contract value 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.
- 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, Stuaida 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.

25. **Security Deposit:**

Security Deposit 2.5% of tendered value plus 50% of performance guarantee for contract will 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.

26. **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.

27. Validity of Offer

The rates in the Tender shall be kept open for acceptance for a minimum period of 90 (ninety days) from last date of offer submission (including extension, if any). In case AIIMS calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenders.

28. 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) Discount letter, if any on financial price shall not be considered by AIIMS.

l) 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.

29. 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.

30. 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.

31. Issue of Notice

- a) Service of notice on contractor: Any notice to be given to the contractor under the terms of the contract shall be served by sending the same **by Registered Post/Speed Post/E-mail** to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to AIIMS. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.
- b) Service of notice on AIIMS: Any notice to be given to AIIMS under the terms of the Contract shall be served by sending the same by post.

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

33. Commencement of Work

- a) The contractor shall commence the work as per the time indicated in the Letter of Intent/Work Order from AIIMS and shall proceed with the same with due expedition without delay.
- b) If the contractor fails to start the work within stipulated time as per LOI/Work Order or as intimated by AIIMS at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with AIIMS will stand forfeited without any further reference to him without prejudice to any and all of AIIMS's other rights in this regard.
- c) All the work shall be carried out under the direction and to the satisfaction of AIIMS.

34. 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.

35. 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 obtain independent License under the Contract Labour (Regulations and Abolition Act, 1970) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer.
- d) 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.
- e) 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.
- f) The Contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- g) 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.
- h) The Contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- i) 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.

j) 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.

k) 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.

l) 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.

m) 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.

36. **Maintenance of Registers and forms:** The contractor shall be responsible to maintain the registers/forms as required under the prevalent labour laws in force from time to time. The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

37. **Insurance**

a) It is the sole responsibility of the contractor to insure his materials, equipments, 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 contractors, 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 insurance. However this will not relieve the contractor of his contractual obligation for the material in his custody.

38. **Strikes & Lockout**

a) The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, AIIMS shall have the right to get the work executed through any other agencies and the cost so incurred by AIIMS shall be deducted from the Contractor's bills/deposits. Further, AIIMS reserves the right to terminate the contract in case of any strike/lockout of the contractor.

b) For all purposes whatsoever, the employees of the contractor shall in no case be deemed to be in the employment of AIIMS.

39. **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.

40. **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 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.

- a) The cost of arbitration shall be borne equally by both the parties.
- b) Work under the contract shall be continued during the arbitration proceedings.
- a) 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.

41. **Payment terms:**

- 60% payment after successful installation.**
- 40% payment after successful commissioning.**

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.

TENDER FORMS

Annexure-1

BIDDER INFORMATION

Date: _____

S. No.	Particulars/Details	
1	Name of the Bidders/ Firm	
2	Communication Address	
3	Telephone No. Office	
	Mobile	
	Fax	
	E-Mail	
	Website	
4	Authorised Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
5	Alternate Authorised Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
6	Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required)	
7	ESI Number & DATE (Valid ESI code required)	
8	PAN	
9	TIN No.	
10	VAT No.	
11	Company Registration No.	
12	Service Tax Registration No.	
13	GST Registration No.	
14	Income Tax Return for last 3 years.	
15	Beneficiary Bank Details	
	Bank Account No	
	IFSC/NEFT Code	
	Name of Bank	
	Address of Branch	
16	Particular of Tender Fee	
	Amount	Rs.
	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	

Particular of Earnest Money Deposit (EMD)		
17	Amount	Rs.
	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	
18	The bidder should have office in Delhi/NCR (Yes/No)	
19	The bidder should have Average Annual Turnover at least 5 crores in last 3 year ending March, 31 st 2019.	
20	Furnish the names with address & telephone nos. of three responsible persons who will be in a position to certify about the services/quality as well as the past performance of your organization.	
21	Whether, MSME, if yes, attached valid copy of certificate.	
22	Whether you accept all the terms and conditions of the tender; Yes/No	

(Fill up the above table & Enclose legible copies of the supporting documents)

Date:
Place:

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

Annexure-2

A. Details of Similar Experience: A SITC of repair and maintenance for energies the dead UPS bus duct at Hospital and OPD building in AIIMS Rishikesh.

Sl. No.	Name & Address of the client, Concerned Person and contact/ Mobile No	Name and Location of work	Value of Work (In lakh)	Contract Period (from To_____)	Completion/ Performance Certificate enclosed 'Yes' or 'No'	Any other information n you would like to give
1	2	3	4	5	6	7

(Fill up the above table & Enclose legible copies of the supporting documents)

B. Details of Technical, skilled and Unskilled manpower

Ser. No.	Name and Designation	Qualification	Experience	Any Other Information
1	2	3	4	5

C. Financial Capability: Average Annual Turn Over of the bidder during the last 3 years

Ser. No.	Financial Year	Turnover (Rs. in lakh)
1	2016-17	
2	2017-18	
3	2018-19	
	Average	

(Fill up the above table and Enclose copy of Turn over certificates, profit/loss statement certified by any Chartered Accountant.)

Date:
Place:

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

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

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: A SITC of repair and maintenance for energies the dead UPS bus duct at Hospital and OPD building in AIIMS Rishikesh..

Dear Sir,

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

Date:
Place:

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

INTEGRITY PACT

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

Sub: A SITC of repair and maintenance for energies the dead UPS bus duct at Hospital and OPD building in AIIMS Rishikesh..

Dear Sir,

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

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

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

Yours faithfully,
Superintending Engineer
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: Submission of Tender for A SITC of repair and maintenance for energies the dead UPS bus duct at Hospital and OPD building in AIIMS Rishikesh.

Dear Sir,

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

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

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

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

Authorised Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

(Duly authorized signatory of the Bidder)
To be signed by the bidder and same signatory competent / Authorised to sign the relevant contract on behalf of Director AIIMS Rishikesh.

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. 13

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 EMD / 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 Earnest Money Deposit, 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.

1) 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.

2) 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:

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 Signatory of
the Bidder

Date:
Place:

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: **Declaration by Authorised Signatory**

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 his tender shall deemed to be withdrawn.

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

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

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

Thanking you,

Yours faithfully,
(Signature, Date & Seal of
Authorized Signatory of
the Bidder

DECLARATION FOR RELATION IN AIIMS, RISHIKESH

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

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

Dear Sir,

Sub: Declaration for relation in AIIMS

Ref: NIT/Tender No. _____

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in AIIMS.

Tick(✓)any on e as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in AIIMS

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in AIIMS and their particulars are as below:

(i)

(ii)

Yours faithfully,
(Signature, Date & Seal of
Authorized Signatory of
the Bidder

Note:

1. Attach separate sheet, if necessary.
2. If AIIMS Management come to know at a later date that the information furnished by the Bidder is false, AIIMS reserves the right to take suitable action against the Bidder/Contractor.

DECLARATION

(TO BE TYPED ON A LETTER HEAD OF THE COMPANY/ FIRM)

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 at any stage besides liabilities towards prosecution under appropriate law.
3. We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences to of nonperformance or deficiencies 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 blacklisted 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:

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

(On Company Letter Head)

Ref No.

Dated: _____

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

CERTIFICATE

It is certified that all the dues of personnel deployed at AIIMS Site, for the said contract, have been paid up to.....by us, in accordance with the latest minimum rates of wages, as fixed by the State Govt. / Delhi Administration wages act/ state regulation order. All the statutory obligations/requirements have been complied with, in regards to payment of wages, contribution to PF/ESI/Gratuity/Bonus etc. and any other dues have been met and AIIMS will not assume any responsibility thereto. The Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 have also been complied with.

Further, certified that the consolidated monthly payment challans to ESI & PF authorities includes the contributions deducted from all personnel deployed at AIIMS, RISHIKESH.

Regards

Signature
(Name of the Concerned Person)

For & on behalf of (Name of Company)
Seal of the Company

UNDERTAKING

(To be executed on Company letter head)

We (Name & Address of the Bidder/Contractor) undertake that we will maintain the whole items, its sub items, subsystem(s) properly in smooth running condition. As we have accepted and offered the prices for all inclusive a SITC of repair and maintenance for energies the dead UPS bus duct at Hospital and OPD building in AIIMS Rishikesh in the submitted bid, If any equipment or its related parts or machinery found damaged/not working properly/ abnormal sound/heating/leakage/wiring damage/insulation damaged/any parts rusted/equipment part's missing/the loss of any items/ spare part damage etc. than we shall be fully responsible for rectification of interpreted system and for also keeping the whole system in completely healthy and smooth running condition.

2. We also undertake that we will replace/repair the faulty items immediately. The make of replace item/equipment shall be similar to the existing items or reputed make as per agreed by AIIMS.

Signature of Authorized Person
Name :

Address:
Company Seal

Date:

Place:

(On Company Letter Head)

Ref No.

Dated: _____

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

CERTIFICATE

It is certified that, we.....(Name and Address of contractor) have complied with provision of (tick \sqrt as applicable)

- a) Environmental (Protection) Act 1986 and Environment (Protection) Rules,1986
- b) Hazardous waste (Management, Handling and Transboundary movement rules,2008).
- c) Batteries (Management and Handling) Rules,2001.
- d) Delhi Fire Services Act, 2007.
- e) All of the above.

Regards

Signature
(Name of the Concerned Person)
For & on behalf of (Name of Company)
Seal of the Company

LOI/AWARD LETTER/WORK ORDER FROMAT

(To be awarded successful bidder)

No.

Date:

To

Dear Sir,

Subject:-

This has reference to the following:-

- a) Our invitation of bids, NIT/Tender Notice No. dated
- b) Tender Document on the above subject.
- c) Your bid reference No. dated
- d) Opening of Technical Bid on atat AIIMS, RISHIKESH
- e) Opening of Financial Bid on atat AIIMS, RISHIKESH
- f) AIIMS and (..... /The Contractor)

2. In this connection, AIIMS is pleased to award(Name of Work) at Virbhadra Road Shivaji Nagar, Near Barrage, Stuaida colony, Rishikesh-249203, from to at the contract value Rs. plus applicable taxes. The scope of work, ITB, special/ general terms and conditions as per the tender, corrigendum/addendum if any, various declarations submitted as part of the bid, as more specifically defined in the Tender, will form a part of the contract. You will provide and maintain highest standards of performance, comprehensive services and proper upkeep of all areas under contract during the period of the contract and all maintenance required thereto.

Further, you are required to furnish a Security Deposit equivalent to 10% of the average contract value in the form of Pay Order/ Demand Draft/ Bank Guarantee (as per prescribed proforma) valid up-to Contract period + 6 months on or before signing the contract agreement with all agreed terms and conditions of the contract.

3. During the period of the above said contract, in case your services are found to be unsatisfactory and breach of any terms & conditions observed, AIIMS may terminate the aforesaid contract as per the terms of the tender document and your company will be disqualified from participation in future tenders/bids of AIIMS.

4. You are advised to make necessary arrangements for deploying your manpower as per the said contract in good working/trouble-free condition.

5. The Contractor is required to execute contract agreement for the said work as per the prescribed proforma on a non-judicial stamp Paper of Rs.100/- within 15 days from the date of the LOI/Award Letter/Work Order. The contractor shall pay for all stamps duty and legal charges, incidental expenses, if any.

6. Please return the duplicate copy of this letter duly signed by your authorized signatory as a token of your unconditional acceptance.

Yours faithfully,

(Signature of issuing officer)

CONTRACT AGREEMENT FORMAT

(To be executed on Non-judicial Stamp Paper of Rs.100/-)

This agreement made this day of day of, 2020 between AIIMS RISHIKESH, a Company incorporated under the Companies Act, 1956, having its Registered Office at Virbhadra Road Shivaji Nagar, Near Barrage, Stuida colony, Rishikesh-249203, (hereinafter referred to as "AIIMS", which expression shall unless repugnant to the context and meaning thereof includes its successors and assigns) of the ONE PART.

AND

M/sName and address of contractor..... (hereinafter referred as "Contractor") of the SECOND PART which expression shall unless repugnant to the context and meaning thereof includes its successors and assigns) of the SECOND PART.

AND WHEREAS

- A. AIIMS is desirous of availing the services for(Name of work).....hereinafter referred to as "(The work)" at its Registered Office at RISHIKESH -242209(hereinafter referred to as "AIIMS, Rishikesh");
- B. The Contractor has represented that the Contractor is sufficiently equipped to carry out and possesses extensive experience in the field of (.....Name of work.....) in accordance with the terms and conditions prescribed in this regard;
- C. In response to an invitation of NIT/Tender No. dated issued by AIIMS for(Name of Work)....., the Contractor submitted his/their offer dated..... and whereas AIIMS relying upon the representation of the Contractor has accepted the offer of the Contractor on the terms and conditions specified in the Letter of Intent No./Award Letter/Work Order No. dated read with the reference cited therein and also the terms and conditions laid down in the NIT issued/ published in the CPP portal of AIIMS Rishikesh and mentioned in AIIMS website www.aiimsrishikesh.edu.in .
- D. The tender documents including the notice letter, inviting tender, instruction to bidder, General Conditions of Contract, Special Conditions of Contract, corrigendum/addendum if any, Bill of Quantities (BOQ)/Price schedules, General obligation, Specifications, Drawings, Plans, Time schedule of completion of jobs, Acceptance of Letter of Intent/Award letter/Work order and any statement of agreed variations, if any, shall be read as "Mutatis Mutandis" form part of this Contract though separately set out herein and are included in the expression " the Contract" wherever herein used.

NOW THEREFORE, THIS AGREEMENT WITNESS AS FOLLOWS:

- 1. This Agreement shall come into force with effect fromand shall remain in force till
- 2. That the Contractor shall carry out/ execute the work of (...name of work...) more particularly described in the Tender specifications of NIT-(.....name of work.....) read with scope of work, ITB, special/general terms and conditions as per the tender, various declarations submitted as part of bid by the Contractor which form a part of the Contract.

3. The contractor has furnished to AIIMS Security Deposit equivalent to 10% of the average contract value of in the form of Demand Draft/Pay Order/Bank Guarantee for sum of Rs..... ..-/-, towards satisfactory performance and completion of the Contract.
4. That in consideration of payments to be made to the Contractor by AIIMS in accordance with LOI /Work order dated..... given by AIIMS prior to this agreement, the Contractor hereby covenants and undertakes with AIIMS that the contractor shall execute and carry out the work in conformity, in all respects with the terms and conditions specified in this Agreement and the documents submitted by him, governing the same.
5. That the Contractor shall be deemed to have carefully examined the workload specified in the tender document, this Agreement and the documents submitted/governing the same and also to have satisfied himself as to the nature and character of work to be executed buy him.
6. That the Contractor shall carry out the services of the said work to the complete satisfaction of the officer nominated by AIIMS for this purpose.
7. That AIIMS shall be entitled to deduct from the Contractor's running bills or otherwise income tax or such other taxes as provided in the Income Tax or law of land.
8. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on AIIMS and/ or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to AIIMS or Contractor's obligations shall remain unaffected.
9. The Contractor shall duly comply in all respects, with the provisions of all statues, rules and regulations applicable to it and/or its employees including but not limited to the Minimum Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act, Payment of Bonus Act, Contract Labour (Regulation & Abolition) Act or other statutory rules, regulations, bye-laws as applicable or which become applicable in future.
10. That the payments made to the Contractor's employees or otherwise, under statutory obligations, on behalf of the Contractor, shall be liable to be adjusted /recoverable from the payments accrued to the Contractor.
11. That all documents signed/submitted/agreed upon by the Contractor specified in the scope of work, ITB, special/general terms and conditions as per the tender, various declarations submitted as part of the bid, will form part of this Contract.
12. That the Contractor shall pay to the workers deployed by him at AIIMS as proposed in the offer referred above.
13. The Contractor shall at all times be solely responsible and/or liable to issue and maintain adequate insurance for the life and safety of its employees and shall ensure that the said insurance policies do not lapse.
14. The Contractor shall indemnify and keep indemnified AIIMS against all claims, demands, suits and proceedings whatsoever that may be brought or made against AIIMS by or behalf of any person, body, authority, whomsoever and all penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatever nature which AIIMS may now hereafter be liable to pay or sustain by virtue of or as a result of the performance or non-performance by the Contractor of any of the terms and conditions of this Agreement or applicable laws.

15. The Contract hereby agrees that it shall not assign or transfer or sub-contract this Agreement or part thereof to any third party under any circumstances.

16. Notwithstanding anything contained herein above, AIIMS shall have the right to terminate this Agreement at any time during its currency by giving three months' notice to the Contractor without assigning any reason and AIIMS shall be entitled to recover any money becoming due under this Agreement from the Contractor.

17. Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitration as per the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall be appointed by the Superintending engineer of AIIMS and the parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held at Rishikesh and the courts at Rishikesh alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.

In witness hereof, the parties hereto have respectively set their signatures in the presence of:

Signed by: _____

Signed by: _____

For and on behalf of the Contractor or by an authorized person or holding a valid Power of Attorney in the presence of

for and on behalf of AIIMS RISHIEKSH. in the presence of _____

1.
Witness: _____

Witness: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

2.
Witness: _____

Witness: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

(To be executed with successful bidder on Non-judicial Stamp Paper of Rs.100/-)

To
Executive Engineer (E)
AIIMS, Rishikesh
Rishikesh-24209

Bank Guarantee No.:
Date:
Amount:
Valid upto:

THIS DEED OF GUARANTEE made this ____Day of ____, 2017, by The Name of Bank _____, a banking company incorporated under Banking Companies Act, 1970, / Company Act, 1956 having its Head Office at _____and having Branch at _____ (hereinafter called the Bank, which expression shall unless repugnant to the context and meaning thereof includes its successors).

In favour of

M/s. AIIMS RISHIKESH, a company incorporated under the Companies Act, 1956, having its Registered Office at Virbhadra Road Shivaji Nagar, Near Barrage, Stuaida colony, Rishikesh-249203, India (hereinafter called "the **Employer/AIIMS**", which expression shall unless repugnant to the extent and meaning thereof includes its successors and assigns).

WHEREAS the Employer and **M/s (Name of the Contractor/ _____**, having their Registered Office at (**Address of the Contractor _____**(hereinafter called "**the Contractor**", which expression shall unless repugnant to the extent and meaning thereof includes its successors and assigns) have issued Award Letter/LOI No. dated whereby the Contractor has agreed to carry out the work of "**(Name of work _____**" **subject** to the terms therein contained.

AND WHEREAS in accordance with the terms and conditions of the Agreement, the Contractor has agreed to furnish a Bank Guarantee to the Employer in the form acceptable to the Employer, for a sum of **Rs. _____ (Rupees _____)** to ensure timely and satisfactory performance by the Contractor of its obligations under the Agreement.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish an irrevocable guarantee in favor of the Employer to duly secure the performance by the Contractor of its obligations under the Agreement of Services on the terms and conditions herein contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied on the part of Contractor to be performed, observed or complied with under the Agreement in accordance with the terms thereof and in the event of Contractor's non-performance, non-observance and non-compliance of the same for any reasons, the Bank shall absolutely, irrevocably and unconditionally without any right of set off or counter claim, forthwith upon receipt of a written demand by the Employer and without demur or protest and without reference to the Contractor pay to the Employer a sum not exceeding **Rs. _____**. A demand so made by the Employer shall be final and binding on the Bank and the Bank shall be obliged to pay the amount demanded forthwith to the Employer.

2. The Bank's liability under this Guarantee is restricted to **Rs. _____/-**

3. The decision of the Employer, for the time being in force, or upto **completion period plus Ninety (30) days** i.e.,.....(date) as to the non-performance, non observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied, of the part of the Contractor, to be observed, performed or complied with under the Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank.

4. Any demand for payment under the Guarantee shall be made on the Bank by the Employer in writing at **The Name of Bank _____ with address _____** and shall be deemed to have been sufficiently made by the Employer if the writing containing the demand is sent and received by the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.

5. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms up to

6. As between the Bank and the Employer (but without affecting the Contractor's obligations) the bank shall be liable under this Guarantee as if it were the sole Principal Debtor. The bank's liability hereunder shall not be discharged nor shall its liability be affected by:

- (i) Any time, indulgence, waiver or consent at any time given by the Employer to the Contractor;
- (ii) Any amendment to the Agreement;
- (iii) The making or the absence of any demand by the Employer on the Contractor or any other person for payment;
- (iv) The enforcement or absence of enforcement of the Agreement or of any security or other guarantee or indemnity;
- (v) The illegality, invalidity or unenforceability of any defect in any provision of the Agreement or of any of the Contractors obligations there under;
- (vi) The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative receiver of the contract or

Provided that nothing contained hereinabove extends or enlarges the liability of the bank under this guarantee.

7. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank or by any merger or amalgamation or reconstruction or the Bank but shall be enforceable against the merged, amalgamated or reconstructed body.

8. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise, defenses, setoffs, counter claims, recoupment, reductions, limitation and impairments.

9. The Employer shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement including without limitation to extend from time to time the time for the performance of the Agreement by the contractor or to postpone from time to time any of the powers exercisable by the Employers against the contractor, to forbear or to enforce any of the terms and conditions of the Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank provided that nothing contained hereinabove extends or enlarges the liability of the Bank under this guarantee.

10. The Bank waives any right requiring the Employer to proceed first against the Contractor or requiring the employer to first enforce any other security or any other guarantee.

11. The Bank agrees and confirms that its obligation to make payment to the Employer on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of the Employer the legal consequence of which may be the discharge of the Bank as guarantor.

12. The Bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the bank has full power to enter into and performance and discharge its obligations undertaken hereunder and this his Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms.

13. This guarantee shall be governed by and construed in all respects according to the laws of the India and shall be subject to the jurisdiction of the court in Rishikesh.

14. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched and acknowledged as received as follows:

To the Bank:

The Name of Bank and Address

To the Employer:

AIIMS,
RISHIKESH

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above, All notices, demands and other communications shall be deemed to have been duly given (i) on the expiry of immediately after the date of transmission with confirmed answer back if transmitted by e-mail, telex, cable or facsimile, whichever shall first occur.

15. Any forbearance or indulgence on the part of the Employer in the enforcement of the covenants, agreements, conditions and provisions express or implied on the part of the Contractor to be performed, observed or complied with by the Contractor under the Agreement shall in no way relieve the Bank of its liability under the Guarantee provided that nothing contained hereinabove extends or enlarges the liability of the bank under this guarantee.

16. Terms and expression defined in the Agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

Notwithstanding anything contained herein above

- (i) Our liability under this guarantee shall not exceed Rs. _____.
- (ii) The 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

(iii) It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before **till expiry date** _____, failing which, our liability under this bank guarantee will automatically cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

For Name of Bank _____

Manager

Place: Rishikesh

Date:

LIST OF ACCEPTABLE MAKE

S. No.	Item	Name of Manufacturers
1	FRLS PVC insulated copper conductor single core cable for wiring. (ISI marked)	Universal/Nicco/Finolex /R.R Kable/ Havells/ Batra/ Henlay/Anchor/Grandlay/Bonton/KEI
4	MS Conduit i/c accessories (ISI marked)	AKG/BEC/NIC/Steelcraft / JPC Pipes/RMCON
5	DWC Pipe	REX/Duraline/Gemini pipe
7	GI Pipe	Tata/Jindal (Hissar)/Prakash Surya/Swastik
9	Terminal Blocks and connectors	Elmex/Essen/Connect Well.
10	Compact air insulated rising main.	Legrand/Schneider/L&T/GE
11	MCB, MCB,DB, RCBO's/RCCB's	Schneider Electric/Legrand/L&T/ Hagger/Siemens/ABB/Anchor/C&S/Havells
12	MCCB/Timer	Schneider Electric/ Siemens/Larsen & Toubro/ Legrand/L&T Multiline/ Havells/ABB/C&S
13	SFU, FSU, HRC Fuses, cable management/system/DLP Trunking	Schneider Electric/ Siemens/ Legrand/ L&T/ Havells/C&S
14	Ammeter/Voltmeter/ Energy Meter /trivactor meter	Legrand/ L&T/ABB/Siemens (only digital type to be used)
15	Selector Switch/CT's	Kayee/Siemens/Bhartiya Cutler Hammer/L&T
16	Change over Switch	HPL/H-Elcon/Standard/L&T/Siemens/C&S
17	Indicating Lamps	Teknic/Siemens/L&T/Vaishnov
18	Panel Board/Feeder Pillar	Manufacturers having ISO 9001 certification & CPRI approved
19	Energy Meter/Multifunctional/Intelligent Energy Meter.	HPL/L&T/Hensel/Anchor/Siemens/Legrand/Secure/ABB
20	Fresh Air Fan/Wall Mounted Fan/Ceiling fan/Exhaust fan. (only energy efficient fans, consuming ≤ 50 W and CMM ≥ 200 for 1200 mm & 60 W and CMM ≥ 240 for 1400 mm shall be used).	Crompton/Orient/Polar/Khaitan/ Ortem/ Usha
21	Fluorescent/CFL/LED/Flood/Bulk head Fitting	Phillips/GE/Wipro/Crompton/C&S
22	Lamps	GE/Osram/Phillips/Wipro/C&S
23	Wall Brackets	DECON/Phillips/GE/Havells
24	Angle Holder/Batten Holder (ISI marked)	Kinjal/Emperor/Anchor
25	Geysers	Racold/Crompton/Jaguar./AO Smith
27	XLPE insulated PVC sheathed aluminium cable upto 1.1 KV Gd	Polycab/Finolex//Nicco/KEI/Grandlay/Gloster/Universal/Bonton/RR Kabel
28	PVC conduit i/c accessories	Precision/Asian/Diamond/Mod./AKG/JPC Pipes
29	Paino type Switches/Socket/TV / Telephone Outlet (ISI marked)	Anchor/Rider/Leader

FINANCIAL BID

SCHEDULE OF RATES (To be submitted in Financial Bid)

S.no	DSR item no.	Item Description	Unit	Qty.	Rate (in Rs.)	Amount (in Rs.)
1		Providing of Aluminum conductor XLPE insulated sheath armoured cable of 1.1 KV grade conforming to IS : 1554				
a		3.5 x 300 Sq.mm	Meter	800		
2	7.5	Laying of one number PVC insulated and PVC Sheathed / XLPE power cable of 1.1 KV grade of following size in the existing RCC/ Hume / Metal / DWC HDPE pipe as required.				
a	7.5.4	Above 185 Sq.mm and up to 400 Sq.mm	Meter	800		
3	9.1	Providing and making end termination with double compression brass gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.				
a	9.1.30	3.5 x 300 Sq.mm	Nos.	50		
4	4.6	Providing and Fixing of following size of perforated hot dipped galvanized iron cable trays including horizontal and vertical bends, reducers, tees, cross members and other accessories as required and duly suspended from ceiling /wall with suspenders (Galvanization thickness not less than 50 microns) with perforation not more than 17.5% in convenient sections, joined with connectors, suspended from the ceiling with G.I bolts & nuts etc. as required.				
a	4.6.4	300 mm width x 50mm depth x 1.6 mm thickness	Meter	700		

5	Rerouting of existing one number PVC Sheathed/ XLPE power cable of 1.1 KV grade of following size in the existing Cable trays/RCC/ Hume/ Metal / DWC HDPE pipe as required.				
	Above 185 Sq.mm and up to 400 Sq.mm	Meter	800		
6	Providing and Fixing Junction Box with 3 Phase indicator (RYB) (Suitable for above mention cable sizes) of Powder Coated Indoor Enclosure made of CRCA Sheet having 2 mm thick for load bearing surface & 1.6 mm thick for non-load bearing surface, duly 7 tank processed power coated having Siemens grey 7035/7032 colour and 400 Amp Copper bus bar with colour Coated Sleeve, Insulator Hardware.	Nos.	20		
	Approx. panel size				
	Height 900 mm				
	Width 900 mm				
	Depth 300 mm				
Total Amount inclusive GST :-					

Note:

1. **Evaluation of Financial bids will be based on total amount (including taxes) i.e. Quoted by the bidder.**
2. Submission in any other format may result in cancellation of the offer.