

**Tender  
For  
Supply, Installation, Testing & Commissioning of  
SMF-VRLA battery bank for UPS system at  
electrical sub-station, AIIMS- Jodhpur.**

N.I.T. No.	AIIMS-JDH/EE/ELECT/2023-24/03 (Second Call)
NIT Issue Date	25 <sup>th</sup> July, 2023
Pre Bid Meeting	01 <sup>st</sup> August, 2023 at 03:00 PM
Last Date of Online Submission of tender	08 <sup>th</sup> August, 2023 upto 03:00 PM
Last Date of Submission of hard copy of EMD	08 <sup>th</sup> August, 2023 upto 03:00 PM
Bid Opening	09 <sup>th</sup> August, 2023

Tender Document may be downloaded from following websites:  
[www.aiimsjodhpur.ac.in](http://www.aiimsjodhpur.ac.in) OR <http://eprocare.gov.in>, [tenders.gov.in](http://tenders.gov.in)



**All India Institute of Medical Sciences, Jodhpur**

Basni Phase – II, Jodhpur – 342005, Rajasthan

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[www.aiimsjodhpur.edu.in](http://www.aiimsjodhpur.edu.in)

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

**Definitions:**

- (i) "Client" means The Director, AIIMS- Jodhpur.
- (ii) "Institute" means All India Institute of Medical Sciences, Jodhpur
- (iii) "Engineer-In-Charge" means Executive Engineer (Electrical), AIIMS- Jodhpur.
- (iv) "Contractor / service provider / bidder" means the individual or the firm providing S.I.T.C. of SMF-VRLA battery bank incorporated in the contract.
- (v) "e-Tender" means Tender received from a Firm / Tenderer / Bidder.
- (vi) "e-Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (vii) "Goods" means the batteries, articles, material, fixtures, raw material, spares, instruments, machinery, industrial plant etc.
- (viii) "Work" means Supply, Installation, Testing & Commissioning SMF-VRLA battery bank for UPS system at electrical sub-station, AIIMS- Jodhpur and other such obligations of the supplier covered under the contract.
- (ix) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (x) "Contract" means the written agreement entered into between the Client and/or Contractor/ Service provider, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (xi) "Performance Guarantee or PG" means monetary or financial guarantee to be furnished by the successful tenderer for due Performance of the contract placed on it.
- (xii) "Security Deposit" means the amount deducted from the respective bills for works.
- (xiii) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xiv) "Inspection" means activities such as measuring, examining, testing of the product or service and comparing the same with the specified requirement to determine conformity.
- (xv) "Day" means calendar day.

**Abbreviations:**

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "E-I-C" means Engineer-In-Charge
- (iv) "GCC" means General Conditions of Contract
- (v) "SCC" means Special Conditions of Contract
- (vi) "SOW" means Scope of work
- (vii) "NSIC" means National Small Industries Corporation
- (viii) "LSI" means Large Scale Industry
- (ix) "SSI" means Small Scale Industry
- (x) "PBG" means Performance Bank Guarantee
- (xi) "GST" means Goods and Services Tax
- (xii) "FOR" means Free on Rail
- (xiii) "MOH&FW" means Ministry of Health & Family Welfare, Government of India

**NOTICE INVITING TENDER**

S. No.	Particular	Remarks
01	Name of work	<b>Supply, Installation, Testing &amp; Commissioning of SMF-VRLA battery bank for UPS system at electrical sub-station, AIIMS- Jodhpur.</b>
02	Tender No.	AIIMS-JDH/EE/ELECT/2023-24/03 (Second Call)
03	Time stipulated to complete the work	60 days
04	Estimated Cost (₹.)	42,50,000.00
05	Earnest money deposit (₹.)	85,000.00
06	Tender documents	Download from following websites- <a href="http://www.aiimsjodhpur.edu.in">www.aiimsjodhpur.edu.in</a> <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>
07	Pre-bid meeting	01 <sup>st</sup> August, 2023 at 03:00 PM at Committee room, Administration Block, Medical College, AIIMS, Jodhpur.
08	Last date and time of online submission of tender	08 <sup>th</sup> August, 2023 upto 03:00 PM
09	Last date, time and place of submission of hard copy of EMD	08 <sup>th</sup> August, 2023 at 03:00 PM, Engineering Department, 2 <sup>nd</sup> Floor, Medical College, AIIMS Jodhpur.
10	Date and time of online tender opening	09 <sup>th</sup> August, 2023

❖ Please read carefully the notes given with the tender Notice.

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

All India Institute of Medical Sciences (AIIMS), Jodhpur- an apex healthcare institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, AIIMS- Jodhpur of India, invites Online bids in two bid system for Supply, Installation, Testing & Commissioning of SMF-VRLA battery bank for UPS system at electrical sub-station, AIIMS- Jodhpur.

**Instructions for the Bidder/ The service provider/Bidders: -**

1. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**
2. The complete bidding process is online. Bidders should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.
3. **Bidder/Service Provider are advised to follow the instructions provided in the ‘Instructions to the service providers/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>’.**  
Bid documents may be scanned with 100 dpi with black and white **option** which helps in reducing size of the scanned document.
4. **Criteria of Eligibility:**  
Contractor who fulfill following requirement shall be eligible to apply. Joint ventures are not accepted: Three similar works each of value not less than 40% of the estimated cost put to Tender or Two similar works each of value not less than 60% of the estimated cost put to Tender or One similar works each of value not less than 80% of the estimated cost put to Tender within last 07 years up to June, 2023.  
**Similar work means “Supply, Installation, Testing & Commissioning of battery banks (including SMF-VRLA Batteries with metal rack) for UPS system”**  
  
**Note: Completion certificates against the criteria shall be attached.**
5. **Turnover:** The bidder must have average annual Financial Turnover of **₹. 21,25,000/-** during the immediate last three consecutive financial years ending 31<sup>st</sup> March, 2023.
6. **Earnest Money Deposit:**
  - a. **Submission:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **₹. 85,000/- (Rupees Eighty-Five Thousand only)** by way of demand drafts or Bank Guarantee only. The Demand Drafts or Bank Guarantee shall be drawn in favour of **“All India Institute of Medical Sciences, Jodhpur”**. The demand drafts or Bank Guarantee for EMD must deliver to AIIMS, Jodhpur on or before the last date & time of submission of hard copy of EMD.
  - b. The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before last date & time of Bid Submission as mentioned above. The bid without EMD will be summarily rejected. The copy of EMD should be attached with the technical bid documents
  - c. Bidder will not be permitted to withdraw his offer or modify the terms & conditions thereof. In case the Bidder fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

- d. **Refund / return:** The EMD of the unsuccessful bidder(s) will be returned after finalization of the tender. The EMD of the successful bidder shall be returned after his submission of Performance guarantee & Security deposit. No interest will be payable by AIIMS, Jodhpur on the EMD.
- e. **Exemption:** The Firm who are registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / Small Scale Industries (SSI) are exempted to submit the EMD **only** (Copy of registration must be provide along with technical bid) other conditions for eligibility will remains as per other tender conditions/ *No other relaxation shall be allowed.*
7. Performance Guarantee @ 3% of the contract value will be submitted within **07** days from the date of issue of notification of award. The same shall be valid for 24 months i.e. (warrantee period) plus 60 days. PG will be released to the contractor after completion of warrantee period.
8. Security deposit @ 5% of the billing value will be deducted with each bill and will be retained till completion of warrantee period.

#### 9. Submission of Tender:

The tender shall be submitted **online only** in two part, viz. Technical Bid and Financial Bid on **CPP portal**. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

- ✓ **The offers submitted through e-mail or any other media except CPP portal will not be considered. No correspondence in this regard will also be entertained.**

#### I. Technical Bid

The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- a) **Copy of performance / completion certificate issued by respective client for qualified considered work (Ref. para-5: Criteria of Eligibility).**
- b) Copy of EMD of an amount ₹. 85,000/- (Rupees Eighty-Five Thousand only) or exemption certificate, if any.
- c) Acceptance of Tender Conditions (To be submitted on Letter Head of the Company/Firm)
- d) Copy of Income Tax Return Acknowledgement for last Three consecutive financial years.
- e) Copy of PAN Card
- f) Copy of GST Registration.
- g) Certificate as per Annexure- I to VI.
- h) Should have Average Annual Financial Turnover of **Rs. 21,25,000/-** during the immediate last three consecutive financial years ending 31<sup>st</sup> March, 2023.
- i) **If any authorized channel partner bidding on behalf of any approved make, he should have authority letter from the OEM Company to bid this tender.**

#### II. Financial Bid

- a) Price bid Form [BoQ] – Rate must be quoted as per format specified; failing which tender shall be summarily rejected.

**Executive Engineer (E)**

**AIIMS, Jodhpur**

**ACCEPTANCE OF TENDER CONDITIONS**  
*(To be submitted on Letter Head of the Company/Firm)*

Item Rate Bid for works:

**Name of work: Supply, Installation, Testing & Commissioning battery bank for UPS system at electrical sub-station, AIIMS- Jodhpur.**

**NIT no.: AIIMS-JDH/EE/ELECT/2023-24/03 (Second Call)**

I/we have read and examined the notice inviting tender, all the annexures, Specifications applicable, General Conditions of Contract and other documents and rules referred to in the condition of contract and all other contains in the tender document for the work.

I/we hereby tender for the execution of the work specified for the Executive Director, AIIMS- Jodhpur within the time specified as per General Conditions of Contract, Performa Schedule and Technical Specifications for such materials as are to be provided.

We agree to keep the tender open for **180 days** from the due date of its opening of technical bid and not to make any modification in its terms and conditions.

A sum of 85,000/- (Rupees Eighty-Five Thousand only) is hereby forwarded in Demand Draft /Bank Guarantee issued by a scheduled bank or registration certificate with MSME / National Small Industries Corporation (NSIC) / OR Small-Scale Industries (SSI) as earnest money. A copy of earnest money deposit / exception certificate is also scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the Executive Director, AIIMS- Jodhpur 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 the Executive Director, AIIMS- Jodhpur or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance guarantee absolutely. The said Performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the institute, then I/we shall be debarred for tendering in **AIIMS- Jodhpur** in future. Also, if such a violation comes to the notice of the institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance guarantee. I/We hereby declare that I/We shall treat the tender documents 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 authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated .....

Witness:

Address:

Occupation:

Signature of Contractor

Postal Address

### **General conditions of contract**

1. **Rate:** Rates to be quoted in the Financial Bid i.e. Bill of Quantity (BoQ) in Indian Rupees (INR) considering costs of material and delivery at site / FOR etc. at AIIMS- Jodhpur inclusive of all charges. Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate. The service provider shall consider all the costs involved in compliance of all the tender conditions and as stated above while quoting his rates in this tender. Only GST shall be paid extra as applicable.
2. The rates shall be quoted only in the Financial Bid i.e. Bill of Quantity (BoQ) separately attached with the tender and nowhere else i.e. letter heads etc.
3. **Validity:** The quoted rates must be valid for a period for **180 days** from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and necessary action shall be taken by the institute as deemed fit by the competent authority without assigning any reason thereof. The bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender. In case the last date of receipt of tender / of opening the tender is declared as Holidays, the respective dates shall be treated as postponed to the next working day accordingly.
4. **Technical Evaluation:**
  - a) Detailed technical evaluation shall be carried out by Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation.
  - b) The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order. The Director, AIIMS, Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.
5. **Financial Evaluation:**

After due evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the lowest evaluated responsive tenderer. *Conditional bid will be treated as unresponsive and will be rejected.*
6. Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Executive Director, AIIMS- Jodhpur.
7. **Award of Contract:** The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.
8. **Right of acceptance:** The Executive Director, AIIMS- Jodhpur reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The Director, AIIMS, Jodhpur reserve the right to reject any or all tenders



/quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained

9. Any information and instruction for tendering shall be forming part of NIT and will be posted on AIIMS- Jodhpur and CPP portal.
10. Any information / document required for verification shall be provided by the bidder.
11. The quantities are approximate and are liable to change up to any extent on either side. The Engineer-in-Charge reserves right to order deviation from the quantities mentioned in the tender. The contractor shall supply the additional quantity on the rates quoted in the tender documents irrespective of deviation limit mentioned elsewhere in the agreement. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of supply in full as mentioned in tender but which did not derive any consequence of the full supply of material mentioned in tender not having been ordered.
12. **Performance Guarantee:**
  - a. Performance Guarantee @ 3% of the contract value will be submitted within 07 days from the date of issue of notification of award. The same shall be valid for 24 months i.e. (warranty period) plus 60 days. PG will be released to the contractor after completion of warranty period.
  - b. AIIMS-Jodhpur shall have the right to encash the Performance Guarantee in full or part for non-compliance of any or all the terms and conditions of the tender / contract and to recover any Liquid Damages and penalties under the contract as well as contractual obligations as enumerated in the tender / contract.
  - c. In case of part encashment, the validity of the Performance Guarantee shall have to be kept valid for the complete period of the contract as instructed by the client.
13. **Security deposit:**
  - a. Security deposit @ 5% of the billing value will be deducted with each bill and will be retained till completion of warranty period.
  - b. **Refund of SD-** Security Deposit shall be refunded after completion of warranty period and all other contractual obligations and on issuance of completion certificate from E-I-C.
14. **Defect liability period / warranty period.**

**Contractor shall provide an on-site guarantee of 2 years (24 months) from the date of handing over of the material.** The contractor shall provide the on-site guarantee of 2 years (24 months) from the date of handing over of the material
15. **Liquidated Damage:** - If the contractor fails to complete the work as stipulated in the "Performance of Schedules", then a penalty @ 0.5 % per week of the total order value shall be levied subject to maximum of 10% of the total order value.
16. **Time and Extension for Delay:** -

The time allowed for execution of the Works as specified or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned or from the date of handing over of the site

whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, AIIMS- Jodhpur shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

#### **17. Measurements of Work Done: -**

All measurement of all items as per Bill of Quantity (BoQ) shall be entered in Measurement Book so that a complete record is obtained of all works performed under the contract.

All measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended then the Engineer-in-Charge or the Executive Director, AIIMS- Jodhpur shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the CPWD or Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.

#### **18. Payment:**

No payment shall be made for work, estimated to cost Rupees Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part

of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

**Payment in composite contract: -**

The Engineer-in-Charge in his sole discretion on the basis of a certificate from its authorized representative allows payment as follows-

**50% against supply, 40% against satisfactory installation, 5% against testing & commissioning and 5% against handing over. --**

**19. Payment of final bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified here in under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized representative / Assistant Engineer, complete with account of materials issued by the Department and dismantled materials

**20. Foreclosure of contract due to Abandonment or Reduction in Scope of Work**

If at any time after acceptance of the tender, Engineer-in-charge shall decide to abandon reduce the scope of the works for any reason whatsoever and hence not require the whole any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing that effect to the contractor and the contractor shall act accordingly in the matter shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure.

AIIMS- Jodhpur shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however AIIMS- Jodhpur shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by AIIMS- Jodhpur, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, consider purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

**21. Carrying out part work at risk & cost of contractor**

If contractor:

Fails to deliver the material on or before the stipulated date, then a penalty @ 0.5 % per week of the total order value shall be levied subject to maximum of 10% of the total order value.

At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. The Engineer-in-Charge without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to AIIMS- Jodhpur, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by AIIMS- Jodhpur because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor. Any excess expenditure incurred or to be incurred by AIIMS- Jodhpur in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by AIIMS- Jodhpur as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to AIIMS- Jodhpur in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if

thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of AIIMS- Jodhpur without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

## **22. Suspension of Work**

The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- (a) On account of any default on the part of the contractor or;
- (b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineering-Charge.

If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by AIIMS- Jodhpur or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing

of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

### **23. Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

### **24. Settlement of Disputes & Arbitration**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer-in-Charge in writing for written instruction or decision. Thereupon, the Engineer-in-Charge shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Engineer-in-Charge fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Engineer-in-Charge, the contractor may, within 15 days of the receipt of Engineer-in-Charge decision, appeal to the Director AIIMS, Jodhpur who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director AIIMS, Jodhpur shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the Director AIIMS, Jodhpur the contractor may within 30 days from the receipt of the Director AIIMS, Jodhpur decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with

amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Director AIIMS, Jodhpur. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Director AIIMS, Jodhpur for appointment of arbitrator on prescribed proforma, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

Except where the decision has become final, binding and conclusive as above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director AIIMS, Jodhpur, in charge of the work. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Director AIIMS, Jodhpur of the appeal.

It is also a term of this contract that no person, other than a person appointed by such Director AIIMS, Jodhpur, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the AIIMS- Jodhpur shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications 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.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

**25. Action where no Specifications are specified**

In the case of any class of work for which there is no such specifications, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications / CPWD specifications. In case there are no such specifications in Bureau of Indian Standards Specifications / CPWD specifications, the work shall be carried out as per manufacturers' specifications, if not available then as per any of the AIIMS- Jodhpur specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**26. Withholding and lien in respect of sum due from contractor**

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Client shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineering- Charge or the AIIMS- Jodhpur shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the AIIMS- Jodhpur shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the AIIMS- Jodhpur or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or AIIMS- Jodhpur will be kept withheld or retained as such by the Engineer-in-Charge or AIIMS- Jodhpur till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the AIIMS- Jodhpur shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise

- (ii) The client shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for AIIMS- Jodhpur to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by AIIMS- Jodhpur to the contractor, without any interest thereon whatsoever.
- (iii) Provided that the AIIMS- Jodhpur shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been



agreed upon between the Executive Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Executive Engineer.

**27. Hire of Plant & Machinery**

The contractor shall arrange at his own expense all tools, plant, machinery and lifting & shifting equipment (hereinafter referred to as T&P) required for execution of the work. If the contractor requires any item of T&P on hire from the T&P available with the AIIMS- Jodhpur over and above the T&P stipulated for issue, the AIIMS- Jodhpur will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.

**28. Termination of Contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Executive Director, AIIMS- Jodhpur shall have the option of terminating the contract without compensation to the contractor.

**29. Rejection of material/s:** Rejected materials shall have to be removed by the contractor at his own cost within a week of the instructions of doing so. Also go down rent as decided by Engineer-in-Charge shall be charged by the department.

**30. Compensation during warlike situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Engineer-in-Charge

For any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such Extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

**31. Authority of person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the Director, AIIMS, Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

**32. Inspection:**

- (a) AIIMS, Jodhpur rights to inspect, test and, where necessary, reject the material even after arrival at the final destination shall in no way be limited or waived by reason of the material having previously been inspected, tested and passed by AIIMS, Jodhpur prior.
- (b) The Director, AIIMS, Jodhpur shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.

- 33. Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person/party or will first obtain permission in writing from the Competent Authority of AIIMS, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one bidder.
- 34. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned in tender, the Executive Director, AIIMS- Jodhpur, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event and the decision of the Executive Director, AIIMS- Jodhpur shall be final and binding on the bidder / contractor
- 35. Applicable Law:**
- The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
  - The contractor shall follow all the AIIMS- Jodhpur labour laws, minimum wages, labour safety, labour insurance etc.
  - Any disputes are subject to exclusive jurisdiction of competent court and forum in Jodhpur, Rajasthan, India only.
  - The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.
  - Force Majeure: Any delay due to Force Majeure will not be attributable to the service provider.

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

**PROFORMA OF SCHEDULES**  
**(Refer standard clauses of contract of CPWD)**

**NAME OF WORK: Supply, Installation, Testing & Commissioning Battery Bank for UPS System at Electrical Sub-Station, AIIMS- Jodhpur.**

**SCHEDULE 'A'**

Schedule of quantities (Enclosed)

**SCHEDULE 'B'**

Reference to General Conditions of contract

**General Conditions of Contracts as per CPWD 2020 (amended up to date)**

(i)	<b>Estimated cost of work</b>	:	<b>₹. 42,50,000/-</b>
(ii)	<b>Earnest money</b>	:	<b>₹. 85,000/-</b>
(iii)	<b>Performance Guarantee</b>	:	@03% of contract value valid up to warrantee period plus 60 days.
(iv)	<b>Security Deposit</b>	:	@5% to be deducted from respective bills and will be refunded after completion of warrantee period.

**SCHEDULE 'C'****General Rules & Directions :**

Officer inviting tender

**Executive Engineer (E), AIIMS, Jodhpur****Definitions:**

i.	Engineer-in-Charge		Executive Engineer (E), AIIMS, Jodhpur
ii.	Accepting Authority		Executive Director, AIIMS Jodhpur
iii.	Standard Schedule of Rates		Prevailing Market Rates.
iv.	Standard CPWD contract Form GCC-2020 CPWD form 7/8		Modified & Corrected up to date

**SCHEDULE 'D'**

i.	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance		07 days
ii.	Maximum allowable extension with late fee @0.1% per day of performance guarantee amount beyond the period (provided in i) above		03 days
iii.	Time allowed to complete the work:		60 days from issuance of the work order.

**Authority to Decide:**

i.	Extension of time:		Executive Director, AIIMS Jodhpur
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**Constitution of Dispute Redressal Committee (DRC):**

DRC shall constitute One Chairman and Two Members

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

**TECHNICAL SPECIFICATIONS**

S. No.	Details of items	Approved make	Unit	Qty.
<b>PART –A</b>				
1	Supply, Installation, Testing and Commissioning of 408 V/ 800Ah, SMF, VRLA battery with at least 15 minutes' back-up on full load for along with all accessories in duly charged condition. Each set of battery bank should consist of valve regulated AGM lead acid 2V single cell batteries of 800Ah capacity at 25°C. The discharge voltage should not be less than 1.85 Volts per cell while the float voltage shall be 2.250Volts $\pm$ 0.005 volts per cell and boost voltage for battery charging shall be 2.300 $\pm$ 0.005 volts per cell. The battery shall confirm to IEC/EN 60896-21 & 22 and IEC 61427; IS 15549: 2005; TEC: GR/BAT-01/03 with latest amendment. The Ah efficiency should be greater than 90% and self-discharge should not be more than 2% per month in each set of 2V, 800Ah with 24 months' on-site guarantee. The battery bank should be factory fitted, durable and load bearable as recommended by the OEM.	AMARON / EXIDE / PANASONIC	Set of 204 cells	2.00
<b>PART –B</b>				
1.	Buyback of old battery bank consist of 204 cells in each set of 2V, 800Ah.	N.A.	Set of 204 cells	2.00

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

**ANNEXURE - I****DETAILS OF BIDDER**

Name of Firm/Contractor/Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/Director.	
Phone No: -  Mobile No: -  Email id:-	
PAN No. (Enclose the attested copy of PAN Card).	
GST No. (enclose the attested copy of Service Tax Certificate)	
Whether the firm has enclosed the copy of Earnest Money Deposit / exemption certificate, if any.	
Whether the Firm/Agency has signed each and every page of Tender/NIT.	
Any other information, if necessary.	

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :



**ANNEXURE – III**

**(To be submitted on Letter Head of the client department issuing completion / performance certificate)**

**COMPLETION / PERFORMANCE CERTIFICATE**

1.	Name of Work	
2.	Agreement no. / Work order no.	
3.	Date of issue of work order	
4.	Name of the client	
5.	Stipulated date of commencement of work as per agreement	
6.	Tendered value of work	
7.	Completion cost of work	
8.	Stipulated date of completion of work as per agreement	
9.	Actual date of completion of work	

Certified that the work has been completed satisfactory within the stipulated date of completion. There are no defects apparent and M/s. \_\_\_\_\_ has completed all the works as per agreement.

***Signature of Authorized officer (with designation)***

**Note:**

- ❖ The above completion certificate shall be issued on the letter head of concerning client department.

**ANNEXURE - IV****FINANCIAL INFORMATION**

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

<b>S. No.</b>	<b>Descriptions</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>

Gross Annual Turn Over.

Signature of Bidder(S) With Seal

**Signature of Chartered Accountant with Seal**



**ANNEXURE – V****UNDERTAKING CERTIFICATE*****(To be submitted on Letter Head of the Company/Firm)***

I/We hereby certify that the above firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that my / our firm/consumer will execute the work as per the specification given by Institute and also abide all the terms and conditions stipulated in tender.

I/We also certify that the information given in the bid is true and correct in all aspects and if in any case at a later date if, it is found that any detail/s provided are false and incorrect, any contract given to my/our firm or participation may be summarily terminated at any stage, my/our firm/company will be blacklisted and Institute may have imposed any action as per NIT rules.

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :

**ANNEXURE – VI**  
**TENDER ACCEPTANCE CERTIFICATE**  
*(To be submitted on Letter Head of the Company/Firm)*

To,  
The Executive Director,  
All India Institute of Medical Sciences,  
Jodhpur (Raj.)

**Name of work: Supply, Installation, Testing & Commissioning battery bank for UPS system at electrical sub-station, AIIMS- Jodhpur.**

**NIT No.: AIIMS-JDH/EE/ELECT/2023-24/03 (Second Call), Due on: 08<sup>th</sup> August, 2023 upto 3.00 PM.**

I / We, the undersigned have examined the above-mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items / services for which tender has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements. We further confirm that, if our bid is accepted, we shall provide you with Performance Guarantee of required amount in an acceptable form as mentioned in your NIT and agree to deduct and Security Deposit from the bills. We agree to keep our bid valid for **180 days** and acceptance as required in your NIT Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above referred advertised tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the institute in addition to forfeiture of the Performance Guarantee / Security Deposit / or any other action against us.

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

Name: \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Check List**

S. No.	Information for bidder	Remarks	Refer page no. of submitted bid
1.	Notice Inviting Tender (read and accepted)	Yes / No	
2.	Whether three similar works each of value not less than 40% of the estimated cost put to the tender <b>OR</b> Two similar works each of value not less than 60% of the estimated cost put to Tender <b>OR</b> One similar works each of value not less than 80% of the estimated cost put to Tender (details attached)	Yes / No	
3.	Turnover certificate of ₹. 21,25,000/- during the immediate last three consecutive financial years ending 31 <sup>st</sup> March, 2023. (filled and attached)	Yes / No	
4.	Authorization from OEM (attached)	Yes / No	
5.	Acceptance of Tender Condition (filled and attached)	Yes / No	
6.	General Conditions of Contract (read and accepted)	Yes / No	
7.	Proforma of Schedules (read and accepted)	Yes / No	
8.	Copy of Income Tax Return Acknowledgement for last Three consecutive financial years (attached)	Yes / No	
9.	Copy of PAN Card (attached)	Yes / No	
10.	Copy of GST Registration (attached)	Yes / No	
11.	Technical Specifications (read and accepted)	Yes / No	
12.	Annexure- I (Details of Bidder/s) (filled and attached)	Yes / No	
13.	Annexure- II (Details of All Works of Similar Class) (filled and attached)	Yes / No	
14.	Annexure- III (Completion / Performance Certificate) (Attached)	Yes / No	
15.	Annexure- IV (Financial Information) (filled and attached)	Yes / No	
16.	Annexure-V (Undertaking Certificate) (filled and attached)	Yes / No	
17.	Annexure-VI (Tender Acceptance Certificate) (filled and attached)	Yes / No	
18.	Check list (filled and attached)	Yes / No	

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :

**PROFORMA FOR EARNEST MONEY (BANK GUARANTEE)**

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

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

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor.

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

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

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

\*Date to be worked out on the basis of validity period of 3 months from last date of receipt of tender.

**FORM OF PERFORMANCE GUARANTEE ( In case of BANK GUARANTEE)**

1. In consideration of the Director, AIIMS, Jodhpur (hereinafter called "the AIIMS- Jodhpur ") having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said Contractor(s)") for the work \_\_\_\_\_ (hereinafter called "the said agreement}") having agreed to production of an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We \_\_\_\_\_ (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the AIIMS- Jodhpur an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by Government.

2. We \_\_\_\_\_ do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the AIIMS- Jodhpur stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

3. We the said bank undertake to pay to the AIIMS- Jodhpur any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.

5. We \_\_\_\_\_ further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the AIIMS- Jodhpur under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in-charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) accordingly discharges this guarantee.

6. We \_\_\_\_\_ further agree with the AIIMS- Jodhpur that the (Indicate the name of Bank) AIIMS- Jodhpur shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS- Jodhpur against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the AIIMS- Jodhpur or any indulgence by the AIIMS- Jodhpur to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).

8. We \_\_\_\_\_ lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the AIIMS- Jodhpur in writing.

9. This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged. Dated the \_\_\_\_\_ day of \_\_\_\_\_ For \_\_\_\_\_ (Indicate the name of Bank)