

**Tender
for
Outsourcing of Operational services of lifts installed at
various buildings of AIIMS- Jodhpur.**

N.I.T. No.	AIIMS-JDH/EE/ELECT/2023-24/10
NIT Issue Date	12 th January, 2024
Last Date of Online Submission of Tender	19 th January, 2024 upto 03:00 PM
Last Date of Submission of Hard Copy of EMD	19 th January, 2024 upto 03:00 PM
Bid Opening	20 th January, 2024

Tender Document may be downloaded from following websites:

www.aiimsjodhpur.ac.in OR <http://eprocure.gov.in>, tenders.gov.in



All India Institute of Medical Sciences, Jodhpur

Basni Phase – II, Jodhpur – 342005, Rajasthan

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Executive Engineer (E)
AIIMS, Jodhpur

NOTICE INVITING TENDER

S. No.	Particular	Remarks
1.	Name of work	Outsourcing of Operational services of lifts installed at various buildings of AIIMS- Jodhpur.
2.	NIT No.	AIIMS-JDH/EE/ELECT/2023-24/10
3.	Contract period	01 year
4.	Total estimated cost for One year	₹. 1,30,65,000.00
5.	Earnest Money Deposit (EMD)	₹. 2,61,300.00
6.	Tender documents	Download from the following websites- www.aiimsjodhpur.edu.in http://eprocure.gov.in
7.	Last date and time online of submission of tender	19 th January, 2024 upto 03:00 PM
8.	Last Date of Submission of hardcopy in original of EMD	19 th January, 2024 upto 03:00 PM
9.	Date of online technical bid opening	20 th January, 2024
10.	Website for online submission of tender	https://eprocure.gov.in/eprocure/app .

Executive Engineer (E)
AIIMS, Jodhpur

Definitions:

- (i) “Client” means The Executive 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 operation and maintenance services 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 articles, material, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to be supplied / services to the client under the contract.
- (viii) “Services” means Outsourcing of Operational services of lifts installed at various buildings of AIIMS- Jodhpur.
- (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) “GCC” means General Conditions of Contract
- (iv) “SCC” means Special Conditions of Contract
- (v) “SOW” means Scope of work
- (vi) “NSIC” means National Small Industries Corporation
- (vii) “LSI” means Large Scale Industry
- (viii) “SSI” means Small Scale Industry
- (ix) “PBG” means Performance Bank Guarantee
- (x) “GST” means Goods and Services Tax
- (xi) “FOR” means Free on Rail
- (xii) ” MOH&FW” means Ministry of Health & Family Welfare, Government of India

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

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare Institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites online bids for tender for Outsourcing of Operational services of lifts installed at various buildings of AIIMS- Jodhpur.

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 have a 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>'.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

5. Criteria of eligibility:

Contractor who fulfill following requirement shall be eligible to apply. Joint ventures are not accepted: Contractor may have registration with Govt. / Semi Govt. organization like Railways / PWD / CPWD / BRO / MES etc. or any PSU under state / central government in the appropriate class AND / OR Should have satisfactorily completed the similar works as mentioned below during the last seven years ending 30-11-2023. (Annexure-IV): -

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 work each of value not less than 80% of the estimated cost put to tender

Note: Completion certificate to be attached (as per Annexure- VI)

Definition of similar work:

“Outsourcing technical manpower for operational services of Lifts.”

6. The value of executed work 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 the last date of previous month in which bids are received.
7. **Earnest Money Deposit:** The EMD amounting to ₹. 2,61,300.00 be deposited in favour of “All India Institute of Medical Sciences, Jodhpur”, Payable at Jodhpur, the same will be allowed with validity up to 180 days and of any Scheduled Bank.
 - a. The Firms registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / OR Small-Scale Industries (SSI) are exempted from submitting the EMD only (A copy of registration must be provided along with technical bid). **No other relaxation shall be allowed.** The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.

- b. *The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before the last date of submission of bid. The bid submitted without EMD will be summarily rejected.*
8. **Turnover:** Average annual financial turnover should be at least 50% of the estimated cost during the immediate last three consecutive financial years. Should not have incurred any loss in more than two years during the last five years ending 31st March 2023
9. **A performance guarantees** equal to 5% of the contract value is required to be submitted within 07 days from the date of issue of notification of award.
10. **Security deposit** equal to 2.5% of the contract value will be deducted from each running account bill of the contractor.
11. Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the Bidder fail to observe and comply with stipulation made herein or backs out after quoting the rates, the bidder shall be solely responsible for any legal action taken against him by the Institute.
12. **Submission of Tender:**
The tender shall be submitted online in two part, viz. Technical Bid and Financial Bid. 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 by e-mail or any other means (other than CPP portal) shall not be considered. No correspondence will be entertained in this matter.**

13. Technical Bid

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

- a) Similar works Completion Certificates from Client Departments.
- b) Certificates as per Annexure-.
- c) Copy of Income Tax Return Acknowledgment for last three consecutive financial years.
- d) Certificate of Financial Turn over: At the time of submission of bid, the contractor should upload Certificate from CA mentioning Financial Turnover of last three financial years.
- e) Copy of EPFO & ESIC registration certificate.
- f) Copy of Labour license.
- g) Copy of PAN Card.
- h) Copy of GST Registration.

II. Financial Bid

Price bid Form [As per BOQ, digitally signed] – Price must be quoted as per format specified; failing which tender shall be summarily rejected.

Executive Engineer (E)
AIIMS, Jodhpur

GENERAL CONDITIONS OF THE CONTRACT

CLAUSE 1

Performance Guarantee

- (i) The contractor shall submit an irrevocable **Performance Guarantee @5% of the contract value** at specified percentage of the tendered amount as mentioned in NIT, in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in the tender from the date of issue of letter of acceptance. This period can be further extended by the Engineer- in-Charge up to a maximum period as specified in the tender on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- (ii) The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

CLAUSE- 2

The person(s) whose tender may be accepted (hereinafter called the contractor) shall permit the client at the time of making any payment to him for work done under the contract to deduct a sum **@2.5%** of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered amount of the work. Such deductions will be made and held by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to make good the deficit.

CLAUSE- 3

When Contract can be determined: -

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or

take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

- (ii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (iii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (iv) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (v) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the institute / client shall have powers:

CLAUSE-4

Time and Extension for Delay: -

The time allowed for execution of the Works as specified in the tender 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 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, the institute / client shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

If the work(s) be delayed by: -

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

CLAUSE-5

Payment

Payment will be made on monthly basis only after submission of monthly ESI & EPF deposition proof/ challans along with the running bill documents (except for 1st RAB). No Running Account Bill shall be paid till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board {The Building and Other Construction Workers (Regulation and Conditions of Service) Act,

1996}, whatever applicable are submitted by the contractor to the Engineer-In-Charge at the time of start of work.

CLAUSE-6

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

- (i) 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.
- (ii) The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

Clause -7

Carrying out part work at risk & cost of contractor

If contractor:

- (i) 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
- (ii) 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;

The Engineer- in-Charge without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to the institute / client, 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 power 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.

CLAUSE- 8

Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, the institute / client is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Government under sub-section (2) of Section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

CLAUSE- 9**Ensuring Payment and Amenities to Workers if Contractor fails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under any clause in the tender or Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Contractor, the client will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the client under any sub-sections of the Contract Labour (Regulation and Abolition) Act, 1970, the client shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the contractor .

CLAUSE- 10**Labour Laws to be complied by the Contractor**

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. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE- 11A

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 11 B

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages
- (ii) not less than fair wages as defined in the Minimum Wages (Central) or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iv) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government of India from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment,
- (v) inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the

workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days' continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- (vi) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- (vii) The contractor shall indemnify and keep indemnified the client against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (viii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

CLAUSE 11C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 11D

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the contractor.

1. Leave:

- (I) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
 (II) in the case of miscarriage - upto 3 weeks from the date of miscarriage.

2. Pay:

In the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

In the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

CLAUSE 11E

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Model Rules for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the client a sum not exceeding Rs. 200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

CLAUSE 11F

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements, where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the laborers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour..

CLAUSE 11G**Employment of semi-skilled workers**

The contractor shall, at all stages of work, deploy semi-skilled tradesmen who are qualified and possess certificate in Electrician / Wireman trade from Industrial Training Institute. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

CLAUSE 11H**Contribution of EPF and ESI**

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the client to the contractor on actual basis.

CLAUSE 11I**Minimum wages Act to be complied with**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 12**Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Engineering-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. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said above clauses.

CLAUSE 13

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.

CLAUSE 14

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:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge 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 Executive Engineer in writing for written instruction or decision. Thereupon, the Executive Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Executive Engineer 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 Executive Engineer, the contractor may, within 15 days of the receipt of Executive Engineer's decision, appeal to the Executive 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 Executive 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 Executive Director AIIMS, Jodhpur the contractor may within 30 days from the receipt of the Executive 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 Executive 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. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. 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 Executive Director AIIMS, Jodhpur for appointment of arbitrator on prescribed proforma as per Appendix XV, 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.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para(i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Executive 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 Executive Director AIIMS, Jodhpur of the appeal.

It is also a term of this contract that no person, other than a person appointed by such Executive 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 Government 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.

CLAUSE 15

Withholding and lien in respect of sum due from contractor

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 institute / 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 Government 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 Government 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 Government 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 the institute / client will be kept withheld or retained

as such by the Engineer-in-Charge or the institute / client 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 the institute / client 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

CLAUSE 16

Conditions for reimbursement of levy/taxes if levied after receipt of tenders

- (i) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. Only GST will be paid extra as per actual tax slab at the time of payment. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the client (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 17

Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 18

If relative working in AIIMS, Jodhpur then the contractor not allowed tendering

The contractor shall not be permitted to tender for works in the AIIMS, Jodhpur (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the 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 the AIIMS, Jodhpur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If, however the contractor is registered in any other department, he shall be debarred from tendering in AIIMS, Jodhpur for any breach of this condition.

NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 19**No Gazette Engineer to work as Contractor within one year of retirement**

No engineer of gazette rank or other gazette officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 20**Release of Security deposit after labour clearance**

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

Executive Engineer (E)
AIIMS, Jodhpur

SPECIAL CONDITIONS OF CONTRACT

1. Other agencies working at site will also simultaneously execute the work entrusted to them and the contractor shall offer necessary co-operation wherever required to other agencies.
2. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor's staff deputed at AIIMS-Jodhpur site are bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
3. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall not be allowed to erect any temporary set up for staff in the campus.
4. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.
5. The contractor shall depute required staff having requisite experience. The contractor shall furnish an undertaking about the staff deputed once at site of work that he will not replace them before the period of two year or date of completion whichever is earlier without the consent of Engineer-in-charge. However, in case of emergency, all the staff shall have to be present even on odd-hours/holidays/Sundays as and when required by the site staff. For any staff on leave substitute staff shall be provided by the contractor without any extra cost.
6. **The attendance of all contractor's staff shall be recorded through face-recognition Biometric machine only. The biometric machine with UPS back-up shall be provided & maintained in the service center / workshop building by the contractor on his own cost.**
7. **A provision of monitoring On-duty staff round the clock (24x7) using mobile application / computer software based system as per instructions of Engineer-In-Charge with GPS enabled system will be made by the contractor and must be handed over to AIIMS- Jodhpur.**
8. The contractor shall take immediate action to attend any complaint assigned to in written or verbal from Engineer-in-charge or his authorized representative. **In case of failure to meet these deadlines a lump sum amount of ₹. 1,000/- (Rupees One thousand only) per complaint per day will be recovered from RA bills. One default shall be treated as one complaint. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor as per Conditions of Contract.**
9. The personnel and laborers engaged by the contractor under this contract shall wear neat and clean uniforms as approved by the Engineer-in-charge along with name badges. An identity card duly countersigned by Engineer-in-charge or his representative shall be issued to each personnel by the contractor to have proper identifications. **If any employee is found on duty without a uniform / identity card, then a penalty of ₹. 100/- per person per day will be levied on the contractor.**
10. The character and antecedents of the staff employed by the contractor shall be got verified from the police by the contractor before deputing him / her at AIIMS- Jodhpur site. In absence of police verification certificate, no person will be allowed to work on AIIMS- Jodhpur site.
11. The Contractor's supervisor who is present at the site round the clock in shifts on all working days shall carry mobile telephone(s) to enable the Engineer-in-charge to have easy and quick communication. Nothing extra shall be paid to the contractor on this account and his quoted rates for various items under this contract will be inclusive of this obligation.

12. The contractor shall have registration with Employee's Provident Fund commissioner and Employee's state Insurance Corporation for safe guarding interest of his workmen. He shall obtain all other necessary approvals from statutory bodies as per law in vogue.
13. Staff employed by the contractor should be well behaved, Polite & courteous. Any complaint against staff on behavior should be taken very seriously and such staff should be removed by the contractor immediately from the site and replacement shall be provided immediately.
14. For the Purpose of categorization of staff as the Lift operators shall be taken as semi-skilled.
The recruitment of all contractor's staff and increased or reduction of staff should be as per actual necessity at site and only after the prior approval of Engineer-In-Charge.
15. The contractor shall make all safety arrangement required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. The department shall not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in this regard shall be entertained / accepted by the department.
16. Contractor shall be fully responsible for any damages caused to govt. property or allottee's property by his or his labour in carrying out the work and shall be rectified by the contractor at his own cost.
17. Only GST as applicable shall be paid to the contractor on production of GST invoice along with RA Bills.
18. Required Space will be handed over to the contractor free of cost by the department; for receiving the complaints and for the engineer engaged by him.
19. Operations in which assistance shall be provided by the agency to AIIMS, Jodhpur: -
Informing to the AIIMS engineers regarding the failure in any service being provided by other departments, in so far as they affect the assets being maintained under this contract, so that they can be taken up with the concerned local body / department for rectification.
20. **Penalty for non-availability of manpower:**
The contractor will maintain attendance records of the staff, which will be checked by the Engineer-in-charge or his representative. In case of absence / non-availability of reliever / any staff, recovery shall have made in account of the contractor @1.5 times of prevailing minimum wages approved by Govt. of India.
The monthly running bills of contractor will be proceeding after submission of monthly ESI and PF deposition proof/ Challans only.
21. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Jodhpur site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date (before 7th of every month) irrespective of any delay in settlement of its bill by the AIIMS, Jodhpur for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:
 - a. The Payment of Wages Act 1936
 - b. The Employees Provident Fund & MP Act 1952
 - c. The Contract Labour (Regulation) Act, 1970
 - d. The Payment of Bonus Act, 1965

- e. The Payment of Gratuity Act, 1972
- f. The Employees State Insurance Act, 1948
- g. The Employment of Children Act, 1938
- h. Minimum Wages Act, 1948

22. **Insurance Policies**

- a) Contractor may take Contractor's All Risk Policy and Third Party Insurance or other insurance policies from a first class Insurance Company in the joint name of the Contractor and CLIENT and keep it valid against all loss or damages to the Works, Materials, Equipment, Persons and Properties from whatever cause arising for which he is responsible under the term of contract, other than the expected risks, and in such manner that the client and Contractor are covered for the period as stipulated for entire duration including the Defects Liability Period and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of Complying with the obligations.
 - b) In the event of the Insurance Policies are taken and kept valid by the contractor, whenever claims need to be made for any matter or thing in respect of the insurance covers under the Insurance Policies, it shall be the responsibility of the Contractor to lodge such claims and to follow up and obtain the payments for the claims from the Insurance Companies. Should the Client suffer any losses and/or damages in connection with the works and the Contractor is unable or unwilling to get such losses and/or damages recompensed by the insurance companies, the Client shall recover the amounts in respect of such losses and/or damages from the Contractor by way of deductions made from any money that may be payable or that may become payable to the Contractor.
 - c) Irrespective of whether the Insurance Policies referred under sub-clause above are taken by the Contractor or not and whether the Policies are kept valid or not notwithstanding anything stated in the sub-clause as above of this clause, the Contractor shall indemnify the Client from all the compensations and claims that may arise due to loss and damages to the works, materials equipment, persons and properties on account of Contractor's operations at site during the period and also Defects Liability period and the Contractor shall be responsible, liable and bound to the Client to compensate or make good or replace the loss or damage arising out of any whatsoever as directed by the Client.
23. **Breach of Terms and Conditions:** Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or in Case of breach of any terms and conditions as mentioned above, the Competent Authority, 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 the EMD shall also stands forfeited.
24. **Termination of Contract:** AIIMS, Jodhpur would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Jodhpur rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated by either party by giving one month's notice to the institution. The decision of AIIMS, Jodhpur's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Jodhpur shall have the right to engage any other tenderer to carry out the task.

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

Responsibilities of the lift operators

1. To assist the company lift technician during breakdown and services.
2. Rescue the passengers in case of lifts stops/malfunctions in an emergency.
3. They have to check the proper cleanliness of the particular/groups of lifts, lift pits, and machine rooms.
4. During duty hours, they have to take atleast two rounds of each lift daily.
5. They have to check all the points of every lift on the checklist on a daily basis.
6. They have to check buttons/batteries/lift doors/fans and lights on daily basis.
7. They are responsible for the safety of passengers during any emergency.
8. They have to inform the concern company technical person and engineer/lift in charge during any breakdown.
9. They have to assist the company's technical person during any breakdown/servicing of the lift.
10. They have to check ropes, cables, brakes, and safety of each lift (emergency rescue device) daily basis twice.
11. They have to attend training provided by the company's technical person time to time.

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

ANNEXURE – I**Bidder's Information**

Name of Firm/Contractor/Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/Director.	
Legal status of company / firm (relevant documents to be attached with technical bid)	
Phone No:-	
Mobile No:-	
Email Id:-	
Name and address of service centre nearby Jodhpur.	
Whether the firm is a registered firm Yes/No (attached copy of certificate).	
PAN No. (enclose the attested copy of PAN Card).	
GST No. (enclose the attested copy of GST Certificate)	
Whether the firm has enclosed the Bank Draft/Pay Order/Banker's cheque.	
Whether the Firm/Agency has signed each and every page of Tender/NIT.	
Any other information, if necessary.	

Authorized Signatory of the Bidder with Seal

ANNEXURE – II**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).

Gross Annual Turn Over

Descriptions	2020-21	2021-22	2022-23
Gross Annual Turn Over			
Average turn-over of three years			

Signature of Bidder(S) with Seal

Signature of Chartered Accountant with Seal

ANNEXURE – III**DETAILS OF ALL WORKS OF SIMILAR WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH ENDING NOVEMBER, 2023**

S. No	Name of Work/ project	location	Owner or sponsoring organization	Cost of work in crores	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration pending/ in progress with details *	No. & Date of completion certificate attached.	Remarks
1	2	3	4	5	6	7	8	9	10	11

- ❖ Indicate gross amount claimed and amount awarded by the Arbitrator.
- ❖ Completion certificate to be attached.
- ❖ Supporting documents like notice of award, schedule of qualifying works shall also be attached.

Signature of Bidder(S) with Seal

ANNEXURE – IV

COMPLETION / PERFORMANCE CERTIFICATE	
1.	Name of Work
2.	Agreement no. / Word order no.

3.	Date of issue of work order	
4.	Name of the contractor Agency	
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 –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 firm 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 it is found that any detail/s provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may have imposed any action as per NIT rules.

I/we do abide all the Rules & Directions, Annexures, specifications applicable, General rules and directions, General Conditions of Contract, Special Conditions of Contract, Clause of Contract, General Conditions for Supply of Material, Financial Bid and other documents and rules referred to in the tender document for the work.

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: Outsourcing of Operational services of lifts installed at various buildings of AIIMS-
Jodhpur.

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/complete the works 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 provide 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 a Performance Security of required amount in an acceptable form as mentioned in your NIT. I/We agree to keep our bid valid for a period of **180 (one hundred eighty) days** for 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 Agreement / 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 /PSU etc. I/We confirm that I/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 purchaser in addition to forfeiture of the Bid Security / Performance Security.

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 Performance Guarantee/ Security deposit.

(Scanned copy to be uploaded at the time of submission of bid alongwith the technical bid)

Name: _____

Business _____

Address: _____

Place: _____

Date: _____

CHECK LIST FOR DOCUMENTS REQUIRED WITH TECHNICAL BID

S. No.	Documents required	Compliance (to be ticked as attached)
1.	Copy of constitutional or legal status. (Attached)	Yes / No
2.	Copy of Income Tax Return Acknowledgement for last Three years. (Attached)	Yes / No
3.	Copy of PAN Card. (Attached)	Yes / No
4.	Copy of GST Registration. (Attached)	Yes / No
5.	Copy of EPF & ESIC registration. (Attached)	Yes / No
6.	Annexure- I (Bidder Information) (Filled and Attached)	Yes / No
7.	Annexure - II (Financial Information) (Filled and Attached)	Yes / No
8.	Annexure- III (Details of all works of similar class) (Filled and Attached)	Yes / No
9.	Annexure- IV (Completion /Performance certificate) (Filled and Attached)	Yes / No
10.	Annexure- V (Undertaking Certificate) (Filled and Attached)	Yes / No
11.	Annexure- VI (Tender Acceptance Certificate) (Filled and Attached)	Yes / No

Signature of Bidder(S) with Seal