



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL**  
Saket Nagar, Bhopal-462024 (Madhya Pradesh) India  
Website : [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in)

**Short Tender Notice**  
FOR  
**Supply & installation of Pump set with all accessories**  
At

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES**  
**BHOPAL**

**Estimated cost Rs 176000=00**

|                                     |          |                                  |
|-------------------------------------|----------|----------------------------------|
| <b>NIT NO.</b>                      | <b>:</b> | <b>EE(C) AIIMS BHOPAL</b>        |
| <b>NIT ISSUE DATE</b>               | <b>:</b> | <b>20<sup>TH</sup> May 2015</b>  |
| <b>Date of submission of tender</b> | <b>:</b> | <b>10<sup>th</sup> June 2015</b> |

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL**

**Saket Nagar, Bhopal-462024 (Madhya Pradesh) India**

**Tender for pump set /EE (C)/ AIIMS Bhopal /2015-16/Dated 20/05/2015**

**Tender No..... AIIMS Bhopal/** for Supply & installation of Pump set with all accessories at AIIMS Bhopal /2015-2016/dated 20.05.2015

**Schedule of Tender**

All India Institute of Medical Sciences (AIIMS), Bhopal, Madhya Pradesh, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed bids for supply Plumbing Item Fittings at AIIMS Bhopal. The estimated cost of the items for supply of Plumbing Item Fittings is Rs.176000/-. You are requested to quote your best offer along with the complete details & specifications, terms & conditions.

| Sr. No. | Schedule                              | Particulars  |
|---------|---------------------------------------|--|
| 1       | Cost of Tender Form                   | <b>Rs. 525/- (Five Hundred Twenty Five only.) Non Refundable inclusive of VAT@5% in the Form of DD</b> in favour of “ <b>Director, AIIMS Bhopal</b> ” from any Nationalized bank. Those who have downloaded the tender document from website must enclose above Tender Document cost DD in Technical Bid Envelope. |
| 2       | Last date for Sale of Tender Document | 9 <sup>th</sup> June 2015  |
| 3       | Date for submission of tender         | 10 <sup>th</sup> June 2015; 1.30 PM  |
| 4       | Date for Opening of Technical Bid     | 10 <sup>th</sup> June 2015; 2.00 PM  |

**Executive Engineer (Civil)  
AIIMS Bhopal**

| S. No. | Item Description   |                              |
|--------|--|------------------------------|
| 05     | Detailed Description and Term & Conditions of Tender Document may be seen and downloaded from AIIMS Bhopal | <b>Rs. 525=00<br/>Tender</b> |

|    |   |                      |
|----|---|----------------------|
|    | website <a href="http://www.aiimsbhopal.edu.in">www.aiimsbhopal.edu.in</a> or may be obtained directly from the O/O SE Project Cell AIIMS Hospital Building, AIIMS Bhopal, Saket Nagar, Bhopal-462024 (MP) on any working day from 10.00 Hrs to 17.00 Hrs on payment of Tender Document Cost (Rate contract fee) of Rs.525/-(Non Refundable) inclusive of VAT @5% in the form of DD, withdrawn from any Nationalized Bank in favour of “ <b>Director, AIIMS Bhopal</b> ”). Last date of submission of tenders is 10 <sup>th</sup> June 2015 (Up to 1.30 PM) in the Tender Box kept in the Project Cell AIIMS Hospital building AIIMS Bhopal. If tender document down loaded from the web site the DD of 525/- fee be enclosed with the technical bid. | <b>document cost</b> |
| 06 | Earnest Money for the Tender Document for supply of Plumbing Item Fittings.   | <b>Rs. 4000=00</b>   |

Sealed Tenders should be superscripted with Tender number and address to:-

**Executive Engineer (Civil)**

**All India Institute of Medical Sciences, Bhopal Saket Nagar, Bhopal Pin code 462020, Madhya Pradesh.**

The sealed Tenders should reach at the place mentioned above latest by 10<sup>th</sup> June, 2015 at 1:30 PM and Technical bid will be opened on same day at 2.00 PM in the Chamber, SE/ Executive Engineer (Civil), AIIMS Bhopal, Hospital building Saket Nagar Bhopal in the presence of the bidder(s) or their authorized representative(s), who will be present at the scheduled date and time.

**General Term & Conditions**

**1. Submission of Tender:** The tender should be submitted in single bid system i.e. Technical Bid and Financial Bid be kept and sealed in one single envelope. super-scribed as “**Tender for Supply & installation of Pump set with all accessories at AIIMS Bhopal**”

- I. Duly filled format of Technical Bid as per Annexure – “III”.
- II. Copy of constitution or legal status of the bidder / manufacturer / Sole proprietorship / firm / agency etc.
- III. The technical bid should be accompanied by Demand draft of Earnest Money Deposit and tender document fee if the same down loaded from web site & Tender fee Rs 525/- in DD form non-refundable in the name of Director AIIMS Bhopal.
- IV. Copy of Income Tax Return Acknowledgement for one years viz 2014-15.
- V. Copy of PAN Card / Service Tax Registration.
- VI. Copy of Sales tax / VAT registration certificate.
- VII. The bidder must have adequate experience of for Supply & installation of Pump set with all accessories in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the technical bid.

**Tender for pump set /EE (C)/ AIIMS Bhopal /2015-16/Dated 20/05/2015**

- a) Contractor shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the Contractor 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.
  - b) The tenders without Earnest Money Deposit will be summarily rejected. The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD, the agency must give valid certificate/proof of that effect (Copy of registration must be provided along with technical bid)
  - c) The EMD, in case of unsuccessful Bidders shall be retained by the AIIMS, Bhopal till the finalization of the Contract. No interest will be payable by the AIIMS, Bhopal on the EMD. EMD shall be treated as Performance guarantee.
2. **The rates quoted should be indicated in words as well as in figures, as per format specified in Annexure – “VI” (Financial Bid). In case of any discrepancy, lower rates shall be considered as valid.**
  3. **Opening of Tender:-** The Contractor is at liberty either himself or authorizes not more than one representative to be present at the opening of the tender. The representative attending on the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification. The late received bid will be ignored. Further, the AIIMS, Bhopal does not accept any liability and responsibility for the bid in case the same are not properly sealed and marked and/or sent as above.
  4. **Specification:** The Agency/Reputed firm/Supplier/Contractor must confirm in writing that the goods/material supplied by them shall be as per specification of goods mentioned in Annexure – IV and in case of any variation; the contract shall be liable to cancel immediately. The Security cum Performance Guarantee will also be forfeited.
  5. **Quality of goods:** The firm will be entirely responsible for quality of supplied goods/materials. The supplier should replace the rejected/ damaged accessories/fittings immediately failing which penalty will be imposed by the Institute.
  6. **Period of completion of work:** The contract for Supply & installation of Pump set with all accessories at AIIMS Bhopal will be initially for a period of **one month** and can be continued / renewed for further at the tendered rates subject to satisfaction of the All India Institute of Medical Sciences (AIIMS), Bhopal and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time on the same rates.
  7. **Warranty / Guarantee:** Bidder must provide **one (01) year** comprehensive on-site warranty and it will be started from the date of the satisfactory supply/installation of pumps including accessories and put to use / commissioning, against the defect of any manufacturing, workmanship and poor quality of the materials. No offer of the vendor will be accepted without warranty/ guarantee of their supplied goods.
  8. **Supply of Material** All the materials shall be supplied within time **limit** indicated in the supply order of the Institute. If the supplier fails to complete the supply on or before the stipulated date, then a penalty at the rate of ½ % per week subject to maximum of 10 % of the order value of work order.

**Payment Condition:** The payment shall be released after the successful delivery of materials/installation & receipt of the bill after deducting the TDS as per Income Tax rules and any other deductions as per Government rules entire work has to be completed with in the

stipulated period. 97.5% payment will be released after supply of material/installation in every respect. EMD shall be treated as PG in the form of Deposit at call receipt of any schedule bank/Banker's cheque/ Demand draft/ Pay order of any Schedule bank or Government Securities or Fixed Deposit Receipts or Guarantee bonds of any Schedule bank in accordance with the prescribed form valid for ONE YEAR. Excluding defect liability period of 3 months will be released after 15 months after full satisfaction after completion of contractor's performance obligations (including Warranty / Guarantee period) under the contract.. Payment shall be made through Account Payee Cheque or Electronic Clearing System only and the charges shall be deducted from the bill.

The security deposit 2.5% from the bill amount shall be deducted and the same shall be released after 3 months subject to the satisfaction of the AIIMS Authority.

The PG & security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance guarantee (EMD) will be discharged after completion of (15 Months) contractor's performance obligations (including Warranty / Guarantee period) under the contract.

**9. Arbitration:** 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 Bhopal. The decision of the Arbitrator shall be final and binding on the both parties.

**10. Payment Term:** The Bill in triplicate may be send to this office for settlement after satisfactorily delivery/installation of pumps in all respect. The bill should have full particulars of the items. No Payment shall be made in advance nor shall the loan from any or financial institutions be recommended on the basis of the order of award of work.

The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

**11. Breach of Terms and Conditions:** 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 in the contract period without assigning any reason thereof and nothing will be payable by AIIMS, Bhopal in that event the EMD shall also stands forfeited.

The items will have to be supplied at Institute site. No transportation/ cartage charges will be provided for the same.

**12. Bidder shall submit a copy of the tender document and addendum/corrigendum thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the Contract enquiry document.**

After due evaluation of the bid(s) AIIMS, Bhopal will award the contract to the lowest evaluated responsive contractor. Conditional bid will be treated as unresponsive and will be rejected.

**13. Legal Jurisdiction:** Any disputes are subject to exclusive jurisdiction of competent court and forum in Bhopal, Madhya Pradesh, India only.

**14. 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.

**15. Tenderers are advised to see web site of AIIMS Bhopal regularly as modifications of the Terms & conditions / NIT shall be made only through web site only at any time before the last date of receipt of the tender.**

16. Tenderer shall certify that “I hereby agree to all the terms, conditions & specifications of the given in the tender document”

17. The contractor shall do the agreement on the prescribed format of the agreement form given as Annexure VIII.

**18.** The firm / agency/supplier must have a respectable standing in the market as one of the prominent manufacturers, suppliers/agent’ wide range high quality of for Supply & installation of Pump set with all accessories, excellent quality output to client. The make of pump preferably be of **Kirlosker, Crompton, Grand force** etc.

**Executive Engineer (Civil)  
AIIMS Bhopal**

**Annexure -I**

**Tender for pump set /EE (C)/ AIIMS Bhopal /2015-16/Dated 20/05/2015**

## **SCHEDULE 'F'**

### **GENERAL RULES & DIRECTIONS:**

Officer inviting tender : **EE (Civil),Project Cell,AIIMS Bhopal.**

#### **Definitions**

2(v) Engineer-in-Charge : **EE (Civil),Project Cell,AIIMS Bhopal.**

2(viii) Accepting Authority : **SE, Project Cell,AIIMS Bhopal.**

2(x) Percentage on cost of materials and

Labour to cover all overheads and profits : **NA**

2(xi) Standard Schedule of Rates : **NA**

9(ii) Standard CPWD Contract Form : **GCC 2010, CPWD Form 7/8.**

Incorporating Amendments upto OM  
No. DGW/CON/254 dated 06.10.2010

### **Clause 1**

(i) Time allowed for submission of Security cum

Performance Guarantee from the date

Of issue of letter of acceptance : **NA**

(ii) Maximum allowable extension beyond  
the period provided in (i) above

: **NA**

### **Clause 2**

Authority for fixing compensation under

clause 2 : **Director, AIIMS ,BHOPAL**

### **Clause 2A**

Whether Clause 2A shall be applicable : **No**

Time allowed for execution of work :- **Director AIIMS Bhopal**

Authority to decide:

(i) Extension of time ..... (Director AIIMS Bhopal of Major  
Component in case of Composite Contracts, as the case may be)

### **Clause 10B(ii)**

Whether Clause 10 B (ii) shall be applicable :- No

**Clause 11**

Specifications to be followed for material :- **CPWD**  
**Specification 2009,**

**Vol-I & II with upto date  
correction slips. 100%**



**PARTICULAR SPECIFICATION**

**&**

**SPECIAL CONDITIONS**

1. **GENERAL**

Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders

2. **TERMS & CONDITIONS:** Terms & Conditions as set out in this Tender Document shall have to be complied with by the tendering firm/contractor/agency. Offers not complying with such terms & conditions shall be ignored / rejected at the discretion of tendering Authority.
3. **PRESCRIBED FORMS:** Tenders of firms received in the format prescribed in this tender document shall only be considered. Offers not received in prescribed format shall be ignored and no correspondence in this regard will be entertained. Telegraphic/Telex/Fax/ Email/ Letterhead/tenders will not be accepted and ignored straightaway.
4. **LATE/DELAYED TENDERS:** Tenders received after closing date/ time, as prescribed in this enquiry shall NOT be accepted under any circumstances.
5. **TENDERERS ARE REQUESTED TO QUOTE THEIR RATES ON F.O.R DESTINATION BASIS** (Free delivery to the consignee's premises & place of work site.).
6. **Inspection:** The inspection of the supplied materials shall be carried out by authorized representative of AIIMS Bhopal Engineering unit.

**Handling of goods**

7. Its contractor's responsibility for Material protection brought by him for the supply till handing over to AIIMS Bhopal against any damage during transportation & carrying out the supply the loading and unloading shall be carried out with utmost care. On receipt of materials at site, they shall be carefully examined to detect any damaged pieces. Arrangements shall be made for expeditious replacement of damaged pieces i.e. the contractor shall never use the damaged material if seen the same has to be removed and replaced without any extra cost.
8. If required / felt by AIIMS, a tender evaluation committee / purchase committee shall examine the tender rates, analyse and compare the rates quoted by bidders and shall decide the tender.
9. 10 CA,10 CC and other escalations clauses are not applicable.
10. No extra lead & lift shall be paid.

**Annexure – III**

**Technical Bid**

(In Separate sealed cover-I super scribed “Technical Bid”)

|   |  |
|---|--|
| 1. Name of Firm/ Contractor/ Supplier   |  |
| 2. Name of the owner(s) Partners<br>(Attach detail of all Partners)                               |  |
| 3. Complete Address   |  |
| 4. Telephone no.  |  |
| a. Residence  |  |
| b. Office   |  |
| c. Mobile   |  |
| 4. Details of EMD DD No. Date,<br>Amount, and Bank name   |  |
| 5. Details of tender Fee DD No. Date,<br>Amount, and Bank name                                    |  |
| 6. Whether the firm/ agency is<br>registered, attached copy of the<br>certificate of registration |  |
| 7. Service Tax Number   |  |
| 8. PAN Number   |  |
| 9. VAT No. (enclose the attested copy<br>of VAT Certificate)                                      |  |
|   |  |

(Signature of the Bidder) Along  
with Stamp of Firm/Company

Date:

Place:

## Specifications

### Annexure IV

| S.No | Item    | Specifications  |
|------|---------|---|
| 1    | Pumpset | <b>Monoblock pumpset (Pump and motor) with following specifications:- 15 HP Three phase mono block pump set, RPM not less than 2500, Power rating 11 kw, pump size not less than 3” (input) x 2.5” (output), Head range not less than 32 meter to 52 meter, Discharge 1140 LPM to 720 LPM, voltage 415 V Three phase star delta panel starter with appropriate relay. The make of pump preferably be of Kirlosker, Crompton, Grand force etc. Starter L&amp;T, cable Finolex.</b> |

- a) I/We here by certify that firm will be supplying the item as per the specification given by institution and also abide all the terms & conditions stipulated in tender.
- b) Please enclose catalogue / drawing / sketch of the offered items otherwise your offer may be ignored.
- c) I/We have understood the terms and conditions of the contract as contained in the tender form and has thoroughly examined the specifications and are fully aware of the nature of the stores required and my offer/our offer is to supply the stores strictly in accordance with the requirement under the subject tender.
- d) The firm has to quote the Brand/Make of quoted items should be indicated and relevant leaflet / catalogue should be enclosed.
- e) The Supplier has to do all Civil works for fixing the pumps with all accessories as directed by Engineer –in- Charge.
- f) The Supplier has to demonstrate fixing the complete pump units along with accessories by switching on the water supply.
- g) The supplier has to give details of the following in proper
  1. Tin, PAN, Service Tax Number.
  2. Sales Tax Excise Duty
  3. Fright charges, Packing forwarding charges
- h) The Quantities of the items B (in G-schedule) are given tentatively the qty. may increase or decrease as per the actual demand of the work site.. Please quote the rates of the standard brands like Kohler, Plumber, Jaquar, Hind etc for the items where it is required.

(Signature of the Bidder) Along  
with Stamp of Firm/Company

Date:  
Place

Annexure V

### CERTIFICATE

Tender for pump set /EE (C)/ AIIMS Bhopal /2015-16/Dated 20/05/2015

(To be submitted on letter head of the company/ firm)

1. I hereby certify that the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account. That the Contractor / firm have no vigilance case/CBI/FEMA case pending against him.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

I also certify that firm will be supplied the item as per the specification given by institution and also abide all the terms & conditions stipulated in tender

Date:

Name:

Place:

Business Address:

Signature of Bidder:

Seal of the Bidder:

**Annexure-VI**

## Schedule of Quantities

Name of work:- "Supply & installation of Pump set with all accessories at AIIMS Bhopal,

| S No | Description  | Qty | Unit  | Rate to be quoted for each item by supplier i/c all taxes. | Total Amount |
|------|--|-----|-------|--|--------------|
| A    | Supply & Installation of Pump Set (Pump & Motor) with following<br><b>Mono block pump set (Pump and motor) with following specifications:-15 HP Three phase mono block pump set, RPM not less than 2500, Power rating 11 kw, pump size not less than 3" (input) x 2.5" (out put), Head range not less than 32 meter to 52 meter, Discharge 1140 LPM to 720 LPM, voltage 415 V Three phase star delta panel starter with appropriate relay. The make of pump preferably be of Kirlosker, Crompton, Grand force etc.</b> | Two | Nos   |  |              |
| B    | Other Materials as detailed below  | 3   | Nos   |  |              |
|      | 1. GI Elbow 75 mm  | 1   | Nos   |  |              |
|      | 2. GI Socket 75 mm   | 2   | Nos   |  |              |
|      | 3. GI Reducer socket 75x50 mm  | 2   | Nos   |  |              |
|      | 4. GI Union 50 mm  | 2   | Nos   |  |              |
|      | 5. GI Reducer Socket 50x 40 mm   | 2   | Nos   |  |              |
|      | 6. GI Union 40 mm  | 2   | Nos   |  |              |
|      | 7. GI Tee 75 mm  | 2   | Nos   |  |              |
|      | 8. GI BReducer Elbow 75x50 mm  | 2   | Nos   |  |              |
|      | 9. GI Flange 75 mm   | 2   | Nos   |  |              |
|      | 10. Brass Wheel Valve 75 mm  | 3   | Nos   |  |              |
|      | 11. Brass Non Return valve 75 mm   | 2   | Nos   |  |              |
|      | 12. G.I. Pipe Line 75 mm   | 10  | meter |  |              |
|      | 13. Three phase starter  | 02  | No    |  |              |

|  |  |                                     |                       |             |  |
|--|--|-------------------------------------|-----------------------|-------------|--|
|  | with panel.                                  |                                     |                       |             |  |
|  | 14. 3-Phase cable                            | 60                                  | Mts.                  |             |  |
|  |  |                                     |                       | Total for B |  |
|  |  |                                     | VAT on item A         |             |  |
|  |  |                                     | VAT on item B No 13   |             |  |
|  |  |                                     | Total for A + B + VAT |             |  |
|  |  |                                     | Say Rs                |             |  |
|  |  | Installation complete for two pumps |                       |             |  |
|  | For misc. Works such as foundations etc. add |                                     |                       |             |  |
|  | Grand Total Rs                               |                                     |                       |             |  |
| <p><b>NOTE 1:- The Qty mentioned at S. No B are tentative, the Qty. may increase or decrease as per the actual requirement and accordingly the payment shall be released. No binding on AIIMS Bhopal for that.</b></p> <p><b>Note 2:- The supplier has to quote for all the items for A &amp; B. If the supplier has quoted only for A OR B than the tender shall not be considered/entertained.</b></p> |  |                                     |                       |             |  |

The Quantities of the items are given tentatively the qty. may increase or decrease as per the actual demand of the work site.. Please quote the rates of the standard brands like Kohler, Plumber, Jaquar, Hind etc for the items where it is required.

- a) I/We have gone through the term & conditions as stipulated in the tender and confirm to accept and abide the same.
- b) No other charges would be payable by the Institute.
- c) Certified that rates quoted above are as per specification terms & condition mentioned in the tender. The rates be quoted inclusive of all taxes viz excise duty, sales tax, service tax, Fright charges, Packing forwarding charges/transportation VAT etc. what so ever as per details provided in tender document.
- d) Above rates are inclusive of insurance etc. what so ever.
- e) No other charges shall be payable to the supplier.
- f) The contractor has to enclose compulsorily the Catalogue, Drawing, & Sketch of the item offered.
- g) Tin, PAN, Service Tax Number details
- h) Sales Tax Excise Duty details.

(Signature of the Bidder) Along  
with Stamp of Firm/Company

**Annexure –VII**

**TENDER NO. :NIT No1/EE/2015-16 Rate Contract For Supply for supply of Plumbing Item Fittings AT  
AIIMS BHOPAL/EE(C)/ AIIMS/BPL/2015-16/Dated 20/05/2015**

**Subject:- Tender for Supply & installation of Pump set with all accessories  
at AIIMS BHOPAL**

Name of the party in whose : \_\_\_\_\_  
Favour the Tender form has : \_\_\_\_\_  
been issued : \_\_\_\_\_

To,  
The Executive Engineer (Civil),  
Project Cell,  
All India Institute of Medical Sciences ,  
Saket Nagar, Bhopal-462024  
Dear Sir,

1. I/We hereby submit our tender for the afore said mentioned for Tender for Supply & installation of Pump set with all accessories at AIIMS Bhopal

2.I/WE now enclosing herewith the Bank D.D. No.....dated... .For Rs.....

**4000 /-(Rupees Four thousand only) drawn in favour of the“ Director AIIMS,BHOPAL”  
towards EMD/(TENDERS NOT ACCOMPANIED WITH EMD ALONGWITH THE  
TECHNICAL- BID SHALL BE SUMMARILY REJECTED).**

3. I/We hereby agree to all the terms and conditions, stipulated by the AIIMS, in this connection including delivery of materials of Plumbing Item Fittings

4. I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialed.

5. Tenders are duly signed (No thumb impression should be affixed).

6. I/We undertake to sign the contract/agreement, if required, within 5 days (Five days) from the date of receipt of the letter of acceptance, failing which our/my Earnest money deposited may be forfeited and our/my name may be removed from the list of contractors at the AIIMS Bhopal.

7. In case tender documents are downloaded from AIIMS Web Site by the firm then following certificates should also be signed by the tenderer – “Certified that we have downloaded the tender document from AIIMS Web Site and for any difference in contents from original document we shall be fully responsible and understand that rate contract awarded, if any, may be terminated by AIIMS on this account.

We agree to keep the tender open for Ninety (90) days from the due date of its opening/ninety days from the date of opening of financial bid in case tenders are invited on 2 envelop system (Strike out as the case may be) and not to make any modification in its terms and condition.

**NOTE: ALL TERMS &CONDITIONS SUCH AS TAXES ETC, HAS BEEN INDICATED IN THE  
TENDER FAILING WHICH IT WILL BE PRESUMED THAT THE RATES ARE INCLUSIVE OF  
ALL TAXES AND OTHER TERMS AND CONDITIONS ARE AS PER REQUIREMENTS.**

**Yours faithfully**

**Signature of  
Tender(s) with full  
Address.**

**WITNESS** \_\_\_\_\_

**WITNESS** \_\_\_\_\_

**Contract Agreement Form**

**Annexure VIII**

**(To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)**

**Tender for pump set /EE (C)/ AIIMS Bhopal /2015-16/Dated 20/05/2015**



## DRAFT AGREEMENT FORMAT

This agreement is made at Bhopal on the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Fourteen between \_\_\_\_\_ acting through Shri \_\_\_\_\_, \_\_\_\_\_, **All India Institute of Medical Sciences(AIIMS) Bhopal, Saket Nagar, Bhopal-462024 (MP)** (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

### **Second Part**

M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part**.

WHEREAS the 'Client' is desirous to Supply & installation of Pump sets with all accessories at AIIMS Bhopal at as per the terms and conditions stated below:-

1. The Registered Office or Branch Office of the Agency should preferably be located in the Bhopal City/Madhya Pradesh. The Agency should submit a proof of its office address.
2. The selected Agency services would be required to for supply of Plumbing Item Fittings for AIIMS Bhopal, Saket Nagar, Bhopal-462024 (MP) on all working days between 09.00 Hrs. to 17.30 Hrs. No separate charges for delivery of goods would be paid by AIIMS Bhopal..

**3 Payment Condition:** The payment shall be released after the successful delivery of materials & receipt of the bill after deducting the TDS as per Income Tax rules and any other deductions as per Government rules entire work has to be completed with in the stipulated period. 95% payment will be released after supply of material/installation in every respect. EMD shall be treated as PG in the form of Deposit at call receipt of nay schedule bank/Banker's cheque/ Demand draft/ Pay order of any Schedule bank or Government Securities or Fixed Deposit Receipts or Guarantee bonds of any Schedule bank in accordance with the prescribed form valid for ONE YEAR. Including defect liability period of 3 months will be released after 15 months after full satisfaction after completion of contractor's performance obligations (including Warranty / Guarantee period) under the contract.. Payment shall be made through Account Payee Cheque or Electronic Clearing System only and the charges shall be deducted from the bill.

The security deposit 2.5% from the bill amount shall be deducted and the same shall be released after 3 months subject to the satisfaction of the AIIMS Authority.

The PG & security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance guarantee

(EMD) will be discharged after completion of (15 Months) contractor's performance obligations (including Warranty / Guarantee period) under the contract.

4. Bills in triplicate for the items supplied by the selected Agency should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules and payment shall be released only after it is ensured that the items/quantity and quality of items supplied/installed are to the entire satisfaction of this office & the Committee who inspected the items. If any items are found to be defective, or not of the desired quality etc., the same shall be replaced by the selected Agency immediately for which no extra payment shall be made.
6. If the selected Agency fails to deliver the of the plumbing items for AIIMS Bhopal or fails to replace the defected/spurious items within the stipulated date & time, a penalty on a daily basis for delay @ Rs. 500/- (Five Hundred) on per day basis, subject to maximum of Rs. 1000/- per item as penalty and the actual cost paid to be an outside agency by the ALL India Institute of Medical Sciences (AIIMS ) Bhopal, desired for Supply & installation of Pump set with all accessories at AIIMS Bhopal shall be deducted from the firm's pending bills or Performance Guarantee, as the case maybe.
7. The Agency shall be bound by the details furnished by them to the AIIMS Bhopal while submitting the tender. Upon selection of the Agency, if at any stage, the documents furnished by them is found to be false or the quality of the articles or rates are found of poor quality/ different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and performance guarantee (EMD) shall be stand forfeited.
8. The rate quoted by the selected Agency, and as approved by the AIIMS Bhopal, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained.
9. The selected Agency shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other agencies. If it is found that the firm has given sub-contract for Supply & installation of Pump set with all accessories at AIIMS Bhopal on the basis of procurement/ supply order, the contract shall stand cancelled & the performance security shall stand forfeited.
10. AIIMS Bhopal shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the successful bidder in the course of their performing the duties to AIIMS Bhopal in connection with purchase order/supply order for Tender for Supply & installation of Pump set with all accessories at AIIMS Bhopal
11. The Competent Authority of AIIMS Bhopal reserves the right to relax/withdraw any of the terms and conditions mentioned in the tender documents, if doing so is in the interest of the AIIMS Bhopal.
12. Rates quoted should be valid for 12 months from the date of opening of Technical Bid. It will be under discretion of the tenderer to increase duration of validity of rates after this period after receiving request from AIIMS Bhopal. The Rates quoted will remain the same for the extended period as may be mutually agreed by both the parties.

THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Fourteen and shall be valid for Twelve Months..

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhopal in the presence of the witness:

|   |  |
|---|--|
| <p>For and on behalf of the ‘Agency’</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the ‘Agency’</p> <p>SIGNED, SEALED AND DELIVERED</p> <p>By the Said _____ Name<br/>on behalf of the ‘Agency’<br/>in presence of<br/>Witness: _____</p> <p>Name : _____</p> <p>Address: _____</p> <p>_____</p> | <p>For and on behalf of the “Director, AIIMS Bhopal”</p> <p>Signature of the authorized Officer</p> <p>Name of the Officer</p> <p>By the said _____ Name<br/>on behalf of the “Director, AIIMS Bhopal”<br/>in presence of<br/>Witness: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> |
|---|--|

**Format of Performance Bank Guarantee      Annexure IX**

**(To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)**

**To,**

**Tender for pump set /EE (C)/ AIIMS Bhopal /2015-16/Dated 20/05/2015**

**The “Director”,**

**All India Institute of Medical Sciences (AIIMS) Bhopal**

**Saket Nagar, Bhopal- 462 020 (MP) INDIA**

WHEREAS \_\_\_\_\_ (Name and address of the contractor) (Hereinafter called “the contractor”) has undertaken, in pursuance of contract no. \_\_\_\_\_ dated \_\_\_\_\_ Tender for Supply & installation of Pump set with all accessories at AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP) herein after called “the Contractor”).

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor, up to a total of. \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 15 (Fifteen) months from the date of issue (indicate date) ..... valid up to .....

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

Seal, name & address of the Bank and address of the

**CHECK LIST FOR TERMS & CONDITIONS/DOCUMENTS**

(To be filled by the bidder and to be attached with the technical bid)

| <b>Sr. No</b> | <b>Description</b>  | <b>Attached at Page No.</b> |
|---------------|---|-----------------------------|
| 1             | Bid Security /EMD Amount deposited  |                             |
| 2             | Details of Demand Draft/ Bank Guarantee ( Bank name/<br>amount/ date )  |                             |
| 3             | VAT Registration Certificate  |                             |
| 4             | Quotation being submitted directly by the manufacturer or<br>authorized distributor   |                             |
| 5             | Undertaking that<br>I. The firm has not been black listed in the past by any<br>government/private/ organization.<br>II. The firm has no vigilance case / CBI / FEMA case<br>pending against him.<br>III. The firm is not supplying the same item at the lower<br>rate quoted in the tender to any Govt. organization<br>or any other institute.<br>: - is signed |                             |
| 6             | Literature / original Catalogue of the product attached.  |                             |
| 7             | Compliance statement with relation to Tender specifications   |                             |
| 8             | Quality Certification documents as per tender terms &<br>Conditions/ Specifications. Please specify   |                             |
| 9             | The bids are numbered with pages from _____<br>to _____.  |                             |

I /We have enclosed all the required documents at pages indicated above. In case above documents are not found enclosed, my/our quotation may be summarily rejected.

Signature & Seal of the bidder(s)

Details of the bidders:-

Name of the firm:-

Full Address for communication:

Phone No :-

Fax No :-

E- Mail Address :-

Name & Mobile No of person/ authorized

Signatory to be contacted for this tender:-

## **SCHEDULES as per CPWD**

**Schedule 'A'** - The Bill of Quantities enclosed in this document.

**Schedule 'B'** - Schedule of materials proposed to be issued to the tenderer

NO MATERIAL SHALL BE ISSUED TO THE TENDERER BY AIIMS Bhopal.

**Schedule 'C'**- Schedule of tools and plants proposed to be hired to the tenderer

NO TOOLS AND PLANTS SHALL BE HIRED TO THE CONTRATOR BY AIIMS

Bhopal

**Schedule 'D'** - Extra schedules for specific requirements / documents for the work, if any.

**Schedule 'E'**- Price escalation Clauses – 10C not applicable to this contract.

Name of work: Tender for Supply & installation of Pump sets with all accessories at AIIMS Bhopal  
Estimated cost of work: Rs.176000/-

Earnest money : Rs.4000/-

Performance Guarantee : EMD deposited shall be treated as PG

Security Deposit: 2.5% of the tendered value from each running bill

### **Schedule 'F'**

#### **General Rules and Directions:**

Officer inviting tender: SE or EXECUTIVE ENGINEER, AIIMS Bhopal

#### **Definition**

Engineer-in-charge SE or EXECUTIVE ENGINEER

Accepting authority Director, AIIMS Bhopal

Percentage on cost of material and labour to cover all overheads and profit 15% Standard schedule of rates CPWD DSR 2013

Department AIIMS Bhopal

Standard CPWD contract form **CPWD form 7/8 with upto date Modification and correction (Annexure 1)**

(Form 8 – Annexure 1 need not be enclosed in the Tender, however while signing the Agreement, this Annexure 1 also will be part of the agreement and signed copy will be enclosed with the agreement)

#### **Clause 1**

i.) Time allowed for submission of Performance

Guarantee from the date of issue of letter of 7 (seven) Days acceptance in days.

(ii) Maximum allowable extension beyond the period provided above 7(Seven) Days.

**Clause 2**

Authority for levying compensation under clause 2.: Director AIIMS Bhopal

**Clause 2a**

Whether clause 2a shall be applicable: Not applicable.

**Milestones to be achieved shall be as given below. NOT APPLICABLE**

Time allowed for execution of work: As per tender.

Authority to give fair and reasonable Extension of time for completion of work : Director AIIMS Bhopal with recommendation of SE or EXECUTIVE ENGINEER, AIIMS Bhopal

**Clause 6, 6A** : Clause 6A shall be applicable.

**Clause 7**

Not applicable

**Clause 10A** - List of testing equipments to be provided as listed in this document.

**Whether Clause 10B(i) (ii) (iii) shall be applicable:** Not Applicable:

Clause 10 C = Applicable

10CA, 10CC - **NOT** applicable to this work.

**Clause 11**

Specification to be followed for supply of items CPWD Specifications 2009 Volume I to II and revised CPWD Specifications up to date, general specifications for electrical works part – I 2004, general specifications for electrical works part-IV Sub Station 2007.

**Clause 16** – N A.

**Clause 36(i) Technical Personnel to be employed at site. - Not Applicable**

**6.1** AIIMS Bhopal reserves the right to select any of the make/brand and only those makes/brands will be allowed to use in the supply. Nothing extra is payable even if there is cost difference between the make/brand of another.

