



अखिल भारतीय आयुर्विज्ञान संस्थान,
All India Institute of Medical Sciences
Engineering Branch, Bhubaneswar (Odisha)-751019
www.aiimsbhubaneswar.edu.in

NOTICE INVITING e-TENDER

N.I.T. No.	AIIMS/BBSR/ENGG/ELECT/38/2025
Name Of Work:	“Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar.”
Estimated Cost:	₹ 6,24,928.00
Earnest Money:	@ 2% of Estimated Value
Performance Guarantee:	@ 5 % of Contract Value
Security Deposit:	@ 2.5% of Contract Value
Contract Period:	3 Years
Type of work:	Maintenance Work
Tender issue date:	27/01/2025
Pre-Bid Conference Date:	NA
Last Date & Time of Submission of Tender:	18/02/2025 by 17.00 Hours

“Certified that, this tender document contains **50** pages only”.

Assistant Engineer (Elect.)
AIIMS, Bhubaneswar

Executive Engineer (Elect.)
AIIMS, Bhubaneswar

Government of India, Ministry of Health & Family Welfare, AIIMS, Bhubaneswar

Name of Work	:	Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar.	
NIT No.	:	AIIMS/BBSR/ENGG/ELECT/38/2025	
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ALL INDIA INSTITUTE OF MEDICAL SCIENCE, BHUBANESWAR
NOTICE INVITING e-TENDER

(a)	Name of Work	Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar.
(b)	Tender No.	AIIMS/BBSR/ENGG/ELECT/38/2025
(c)	Contract Period	03 (Three) Years
(d)	Estimated Cost	₹ 6,24,928.00 /- (Rupees Six lakh Twenty - four Thousand Nine Hundred Twenty-eight only)
(e)	Earnest Money Deposit (EMD)	2% of Estimated Cost.
(f)	Performance Security (Bank Guarantee)	5% of Tendered Cost.
(g)	Security Deposit	2.5% of the Tendered Value.
(h)	Tender documents will be Issued From	As per e-Tendering Portal of AIIMS Bhubaneswar http://www.aiimsbhubanewar.nic.in and CPP Portal www.eprocure.gov.in for downloading/ participating
(i)	Pre-Bid Conference Date :	NA
(j)	Last Date & Time of Submission	18/02/2025 by 17.00 Hours
(k)	Date, Time for the Opening of Technical Bid	20/02/2025 by 12.00 Hours

1. The indenting Bidder must read the Terms & conditions of AIIMS, Bhubaneswar carefully. He/They should only submit his/her/their bid if he/she/they consider himself/themselves eligible and he/she/they is/are in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The Bid documents consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsbhubaneswar.edu.in or <https://eprocure.gov.in/eprocure/app>

Executive Engineer (Elect.)
AIIMS, Bhubaneswar

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

(APPLICATION FOR INVITING BID ON TWO BID SYSTEM)

The Executive Engineer (Elect.), AIIMS, Bhubaneswar, (Phone - 0674 – 2476083, Email - eeel@aiimsbhubaneswar.edu.in) invites on behalf of Executive Director, AIIMS, Bhubaneswar, Percentage Rate bds in Two (02) Bid system (Technical cum Eligibility & Financial) from **Original Equipment Manufacturer/ OEM Authorized Service agencies** having successfully completed works of similar nature as per eligibility criteria for the following work: -

Ser. No.	Description	Details
(a)	NIT No.	AIIMS/BBSR/ENGG/ELECT/38/2025
(b)	Name of Work:	Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar.”
(c)	Estimated Cost	₹ 6,24,928.00 /- (Rupees Six lakh Twenty - four Thousand Nine Hundred Twenty-eight only)
(d)	Earnest Money	2% of Estimated Cost.
(e)	Period of Completion	03 (Three) Years
(f)	Last date and time of online submission of tender	18/02/2025 by 17.00 Hours
(g)	Time and date of on line opening of Tender (Technical Bid)	20/02/2025 by 12.00 Hours
(h)	Time and date of opening of Online Financial Bids	Will be informed latter
(i)	Hard copies of original EMD, Registration Certificates, Undertaking, Affidavit and other uploaded document to be submitted to Executive Engineer (Elect), Bhubaneswar office by the Bidders for reference. However, the Eligibility will be considered as per uploaded documents. For any query kindly contact: eeel@aiimsbhubaneswar.edu.in Phone: 0674 – 2476083	To be submitted by 19/02/2025 16.00 Hours . In case the last day happens to be closed holiday, these Documents shall be submitted on the next working day failing which technical Bid will not be considered for Evaluation.
(j)	Mode of submission of Tender	Online.

1. **Eligibility Criteria** : Contractor /Agency has fulfilled the following requirement to be eligible to apply . Joint venture in not accepted.

Experience of having successfully completed similar work in Govt./ Semi Govt./ PSU/ Autonomous Bodies of Govt. during last 7 years ending on previous day of last day of submission of tender

One similar work each costing not less than 80% of the estimated cost ₹ 4,99,942.00/-

OR

Two similar works each costing not less than 60% of the estimated cost ₹ 3,74,957.00 /-

OR

Three similar works each costing not less than 40% of the estimated cost ₹ 2,49,971.00 /-

Similar work means “Repair / Maintenance of UPS System of 40 KVA or above”.

2. The bidder should have positive net worth and should not have incurred loss in last 03 (Three) Years ending i.e. by 31st March 2024 , duly certified by Chartered Accountant.
3. Agreements shall be drawn with the successful bidders for item/items on prescribed format. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
4. The bid document consisting of plans, specifications, the schedule of quantities of the various type of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents.
5. The Applicant should be **Original Equipment Manufacturer/OEM Authorized Service agencies.**
6. Conditional Bids shall not be considered and will be out-rightly rejected at the very first instance.
7. Average annual financial, the turnover during the last three years, ending 31st march 2024 should be more than 50% of the estimated cost (Not less than ₹ 3,12,464.00/-).
8. The intending bidder must read the terms and conditions of Tender document carefully. He should submit his bid if he considers himself eligible and he is in possession of all the certificates / documents required.
9. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
10. the bid document consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <https://eprocure.gov.in> or www.aiimsbhubaneswar.edu.in free of cost.
11. The bid can be submitted only after uploading the mandatory scanned documents as specified within the period of bid submission.
12. Copies of eligibility documents and EMD as specified in the notice inviting tender shall be scanned and uploaded on the e-tendering website within the period of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
13. Contractor must ensure to quote the percentage rate in Performa of quoting rates. In addition to this while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (zero). However, if a tenderer does not quote any percentage above/below on the total amount of the tender or any section /sub head in percentage rate tender or each item in item rate tender, the tenderer shall be treated as invalid and will not be considered as lowest tenderer .
14. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

15. Financial bids shall be opened online only for bidders for whom EMD and other documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.

16. If the Agency is found ineligible after opening of bids, his bid shall become invalid.

17. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified agencies to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

**Executive Engineer (Elect.)
AIIMS, Bhubaneswar**

GENERAL RULES & DIRECTIONS OF CONTRACT

The Executive Engineer (Elect.), AIIMS, Bhubaneswar, (Phone - 0674 - 2476083, Email - eeel@aiimsbhubaneswar.edu.in) invites on behalf of Executive Director, AIIMS, Bhubaneswar, Percentage Rate bds in Two (02) Bid system (Technical cum Eligibility & Financial) from Original Equipment Manufacturer/ OEM Authorized Service agencies having successfully completed works of similar nature as per eligibility criteria for the following work: -

Name of Work: “Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar.”

1. **Preparation & Submission of Tender through Online.** The Tender should be submitted in 02 (Two) parts i.e. Technical Bid and Financial Bid Respectively. The Bid shall be submitted by the Bidder through online for “Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar.
2. ***The Bidders shall have to submit original documents for Original Earnest Money Deposit and self-certified copies of all the scanned and uploaded documents before the date and time of opening of tender at Executive Engineer(Electrical) office 3rd floor Academic Block AIIMS Bhubaneswar.***
3. **List of Documents to be scanned and uploaded within the period of bid submission.**
 - (a) Earnest Money Deposit in Favour of “All India Institute of Medical Sciences, Bhubaneswar”.
 - (b) Certificates of Work Experience & Work Completion Certificate to be issued by the officer of the rank not below Executive Engineer.
 - (c) Certificate of Registration for GST and acknowledgment of up-to-date filed return if required.
 - (d) Copy of PAN card
 - (e) Copies of IT return last 3 Years.
 - (f) The Bidder should have their Registered Office/Branch in Bhubaneswar. If not, an Office should be opened in Bhubaneswar within 30 (Thirty) Days of the award of Work. Details of Address Proof of Office located at Bhubaneswar should be given to EE(Elect).
 - (g) Declarations to be given by the Tenders.
 - (h) Profit/Loss: The bidder should not have incurred any loss (Profit after Tax should be positive) in more than two years during available the last five consecutive balance sheet, duly audited and certified by Chartered Accountant.
 - (i) Each page of the e-tender documents should be duly signed with seal otherwise the bid shall become invalid.
 - (j) OEM/OEM Authorized Service Agencies (Authorization Letter is required)
 - (k) **Notary Affidavit as per Proforma - VII**
4. **The bid submitted become invalid, if any discrepancy is noticed between the eligibility documents (as per Sl. No 03 para ‘a’ to ‘k’) as uploaded at the time of submission of bid.**
5. The intending bidder must read the terms and conditions of CPWD -8 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
6. **(a) Earnest Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit the form of Fixed Deposit Receipt or Demand Draft from any Nationalized/Schedule Bank duly pledged in the name of the "All India Institute of Medical Sciences, Bhubaneswar". Document received without submitting of EMD will be rejected.
 - (b) (i) As per SOP No. 5/1 & Clause No. 06 of CPWD Manual – 2019 the MSME firms registered in NSIC under PP policy are exempted from payment of EMD for supply of GOODS & Services only.
 - (ii) Micro & Small Enterprises if registered with any Government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are exempted for submitting Earnest Money Deposit (EMD).

(iii) Other Firms, registered with MSME/NSIC with valid certificate duly issued by GOI are also exempted for submitting EMD. No other type of certificate is acceptable.

(iv) The exemption and relaxation in EMD is subject to the validity & acceptance of their registration certificate on the date of Opening of Tender.

7. **Performance Guarantee.**

The successful contractor will be required to furnish a Performance guarantee of 05% (Five Percent) of Contract Value after receiving notification of award in the form of Fixed Deposit Receipt or Bank Guarantee from any Scheduled Bank (as per clause-v) in the name of the "All India Institute of Medical Sciences, Bhubaneswar" which shall be kept valid for a period of 6 months beyond completion of all the contractual obligations. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the EMD will be forfeited.

The Performance guarantee can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contractor for unsatisfactory performance or non-observance of any condition of the contract. The performance guarantee shall be returned to the contractor (without any interest), after recording of the completion certificate for the work by the competent authority or till the completion of the contractor's performance obligations (including Warranty/Guarantee period).

8. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions.
9. The Tender paper/documents can be seen/downloaded from Official website & submitted through on line. For any query, Executive Engineer, Electrical, Phone: 0674 – 2476083 AIIMS, Bhubaneswar, may be contacted. **Mail id- eeel@aiimsbhubneswar.edu.in**
10. The Executive Director, AIIMS, Bhubaneswar does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
11. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the agency who resort to canvassing will be liable to rejection.
12. The Executive Director, AIIMS, Bhubaneswar reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
13. The Agency shall not be permitted to bid for works in the AIIMS, Bhubaneswar responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending 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 gazette officer in the AIIMS, Bhubaneswar. Any breach of this condition by the Agency would render him liable to be removed from the approved list of Agency of this Department.
14. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a Agency for

a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the Agency or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the Agency's service.

15. **The bid for the works shall remain open for acceptance for a period of 90 days from the date of opening of bids.**
16. This notice inviting bid shall form a part of the contract document. The successful bidder/ Agency, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of "The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
17. (a) The quoted Rates shall be inclusive of GST.
 (b) The Security Deposit @ 2.5% of gross amount of the bill shall be deducted from the running bills, which shall be released after successful completion of Defects Liability Period i.e. six months from the date of completion of work, without any interest thereupon.
 (c) The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.
18. **Goods and Services Tax (GST).**
- (a) **GENERAL REMARKS ON TAXES & DUTIES:** In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, service Tax, VAT, Sales Tax, Entry or any other form of indirect Tax except of GST mentioned in the bidding document shall be ignored.
- (b) Bidders are required to submit copy of the GST Registration certificated while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- (c) "GST shall mean Goods and services Tax charged on the supply of material(s) and services. The term 'GST' shall be construed to include the integrated Goods and Services Tax (Hereinafter referred to as "IGST") or central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and services Tax (Hereafter referred to as "SGST") or union Territory Goods and services Tax (hereinafter referred to as "UTGST").
- (d) Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST /UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the price Bid. please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the supplier of Goods/services (service provider) only. Supplier of Goods/Service (Service provider) providing taxable service shall issue an invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier of Goods /services (Service provider) with requisite details.
- (e) The Agency(s) must be submitted GST Challan copy in original duly signed with stamp of firm, against this work before releasing Security Deposit (SD) money.
19. **FRAUD AND CORRUPTION:**
- 19.1 The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.

- 19.2 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited & the tenders submitted by the agency who resort to canvassing will be liable for rejection.
- 19.3 The Agency shall be debarred for any period of time as decided by the AIIMS, Bhubaneswar Authority & forfeit the entire Amount of EMD for the following reason-
- (i) If the Agency submits false experience/completion certificates, **as mentioned in Sl. No. - 1 Page No. - 5 (refer under Eligibility Criteria)**. The department reserves the right to verify the particulars furnished by the applicant independently.
 - (ii) If the Agency fails to commence the work on or before the scheduled date stated in the work order.
 - (iii) Violates any important condition of contract.
20. Information & Instruction for Agency will form Part of NIT.

Executive Engineer (Elect.)
AIIMS Bhubaneswar

GENERAL CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT

“Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar..”

Prices quoted should be valid for the contract period from the date of opening of your offer. The prices quoted should be for the entire scope of work.

1. **Rates-** The prices quoted shall be inclusive of GST amount paid to the statutory authorities by the Agency shall be reimbursed on actual basis throughout the contract period on submission of the documentary evidence in next bill or after the final bill. GST shall be reimbursed on actual basis on submission of the documentary evidence.

2. Terms of Payment: -

4.1 Running and Final bill Payment:

The Running payments for the work shall be released **Quarterly** by AIIMS, Bhubaneswar. The Security Deposit @ 2.5% of gross amount of the bill shall be deducted from the running bills, which shall be released after successful completion of Defects Liability Period i.e. six months from the date of completion of work, without any interest thereupon.

The Following documents as applicable shall be produced and self-attested photo copy shall be submitted by the Agency during each running bills:

- (i) Delivery Challan of all the material supplied.
- (ii) Test Certificate of Equipment if applicable.
- (iii) Preventive Maintenance Record
- (iv) Bank Account details/ e-payment details of the vendor.
- (v) Warranty/Guarantee Certificate if applicable.
- (vi) GST return up-to-date Voucher.
- (vii) Noclaim certificate (Final bill)
- (viii) Work Completion (Final bill)

3. Transport

5.1) The transport required within the complex for carrying items inside the AIIMS complex for supply of materials, repairing work etc. shall be arranged by the Agency. The Agency may however seek the help of department to take permission to take heavy items for repair outside the AIIMS, Bhubaneswar complex if considered necessary.

5.2) Agency's materials, transport, etc. shall normally be permitted to go out of the area between 9.00hrs.to 18.00hrs only. Agency may also be allowed to carry out the work beyond office hours (day and night) with special permission from the Executive Director AIIMS, Bhubaneswar. However, no movement of materials and transport out of site of works shall be permitted during night or during holidays unless special permission obtained from the Executive Director, AIIMS, Bhubaneswar.

4. Antecedents

The Agency shall employ only Indian Nationals as his representatives, servants, work men and verify their antecedents and loyalty before employing them on the works. He shall ensure that no person of notorious antecedents and nationality is in anyway associated with the works and if for reasons of technical collaboration or other consideration, the employment of any foreign national is unavoidable, the Agency shall furnish full particulars to this effect to the accepting officer at the time of submission of tender. The Executive Director, AIIMS, Bhubaneswar shall have full powers and without giving any reasons to the Agency immediately cease to employ in connection with this

contract, any representative agency, servant and workman or employee whose continuous employment in his opinion is undesirable. The Agency shall not be allowed any compensation on this account.

5. The term of agreement shall be initially for a period of Three year.

6. The waste paper shall not be transported outside the AIIMS, Bhubaneswar site but burnt out in the incinerators, provided within the premises

7. Penalty Clause:

7.1 In case of fault other than major fault/ breakdown as specified above, the agency has to attend breakdown and made UPS functional within 24 hours of fault reported otherwise recovery shall be made @ Rs. 1000/- per UPS per day.

7.2 In case of major breakdown such as Transformer, Chokes, IGBT, Capacitor bank etc. the agency has to attend breakdown and made UPS functional within 15 days of fault reported otherwise recovery shall be made @ Rs. 2000/- per UPS per day.

7.3 In case of any failure of / delay in services the penalty shall be invoked as per Clause-2 of GCC of CPWD works-2024, by the as per schedule F.

7.4 All melba/rubbish/waste, garbage etc generated due to any operation and maintenance work, the same shall be disposed of by the Agency to the authorized municipal dumping ground and nothing extra shall paid on this account. In case of non-removal/disposal in the specified period, a compensation of ₹ 1000/- (Rupee One Thousand only) per day shall be recovered from the Agency.

8. The work shall be governed by AIIMS, Bhubaneswar general conditions and security regulations of the contract.

9. The Executive Director, AIIMS, Bhubaneswar or any one or more officers authorized by him shall have the right to visit Agency/sub Agency premises to check the physical progress of work, inspection, testing etc. of the contract items or any part thereof at any time during all stages of operation & maintenance. The Agency shall extend all necessary facilities for carrying out such inspection and check of progress of work.

10. Specifications and Standards

The maintenance shall be in conformity with relevant Indian standard specification, National Electrical codes including provisions of these specifications. In the event of any conflict between the provisions/clause for a particular item in the above-mentioned rules and specifications the most suited clause based on requirement shall be applicable.

11. Any work/engaging of Manpower, that the tenderer would normally off load to his sub-vendor or sub Agency with intimate to EIC. It is to be noted that the Executive Director, AIIMS, Bhubaneswar shall not have any obligations whatsoever towards the tenderer's sub-Agency / sub-vendor. Only the tenderer is responsible to the Executive Director, AIIMS, Bhubaneswar and AIIMS, Bhubaneswar does not accept any liability for the sub-Agency or his work men.

If the agency will engage the Manpower from sub-agency then agency must be taken approval from ESI and Agreement between Agency and Sub-agency must be submitted. Also fulfil all the norms like wages, EPF, ESI and Medical Insurance as per terms and condition of Contract or GOI Norms for which only Agency will be liable to respond.

12. It is the responsibility of the successful tenderer to hand over the entire system to the Executive Director, AIIMS, Bhubaneswar on completion of the contract period in its initial working condition. Any damages/replacement etc. should be done at free of cost with the knowledge of the Executive Director, AIIMS, Bhubaneswar. The final taking over will be done after detailed joint inspection by the Executive

Director, AIIMS, Bhubaneswar/ or his authorized representative and the Agency on completion of the contract period.

13. The lump sum price offered by the Agency shall include the charges for any minor job of maintenance which are obviously fairly intended and which may not have been referred to in these documents but are essential for this work. In case of difference of opinion as to whether or not a certain item of work constitutes minor details of maintenance or not included in agency prices, the decision of Executive Director, AIIMS, Bhubaneswar shall be final and binding.
14. **Risk Purchases:**
The cost of repairs/rectification's necessitated due to negligence of Agency's employee shall be recovered from the Agency as per assessment made by the Executive Director, AIIMS, Bhubaneswar. If the Agency fails to repair/rectify the defects in installations within the time given to him, the same will be got repaired/rectified from other agency at the risk and cost of the Agency. The decision of Executive Director, AIIMS, Bhubaneswar shall be final and binding on both the parties.
15. If the attendance falls short of the contracted minimum number of persons the pro-rata amount shall be deducted from his bill. Similarly, if the work is found unsatisfactory and not up to the expected standards, an amount which the Executive Director, AIIMS, Bhubaneswar determines, shall be deducted from the Agency's bill. The amount so deducted shall be final.
16. **Breach of Terms and Conditions.**
Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. 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, Bhubaneswar in that event the EMD shall also stand forfeited.
17. **Termination of Contract.**
AIIMS, Bhubaneswar has the right to terminate the contract, in case the work performance is not up to the standard, or in case there is any violation of the contract. The decision of Engineering- In-charge is final and binding in this regard.
18. **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 Bhubaneswar. The decision of the Arbitrator shall be final and binding on the both parties.
19. **Dispute Settlement.**
It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then same shall be referred to the sole Arbitrator appointed by the Executive Director, AIIMS, BHUBANESWAR whose decision shall be final and binding on both the parties. 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.
20. GST and other Taxes as applicable shall be recovered/ paid from the Agency's bill as per Govt. of India/AIIMS Rules.
21. Payment shall be made on after successful completion of work and due Certification of the Bills by the AE & Representative of Engineer-in-Charge.

ADDITIONAL CONDITIONS FOR ELECTRICAL WORKS

A. GENERAL CONDITIONS

1. **Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar..**

2. For all items of Electrical, CPWD specifications with correction slips up to the date of receipt of tender shall be followed. For the items which are not covered under CPWD specifications; the special conditions /B.I.S. specifications shall be applied. In this regard the decision of Engineer-in-charge shall be final & binding.
3. Wherever any reference is made of any Indian Standard, it shall be taken as reference to the latest edition with all amendments / revision issued thereto up to the date of receipt of tenders.
4. Unless otherwise specified, the agreement rates for all items of work in the schedule of quantities are for all heights, depths, leads and lifts involved in the execution of work.
5. Other agencies working at site will also simultaneously execute the work entrusted to them and the Agency shall offer necessary co-operation wherever required to other agencies.
6. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
7. The work shall be carried out in a manner complying in all respects with the requirements of relevant by laws of the local bodies, Labour Laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
8. No residential accommodation shall be provided to any of the staff engaged by the Agency. The Agency shall not be allowed to erect any temporary set up for staff in the campus.
9. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.
10. The Agency shall have registration with Employee's Provident Fund commission 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.
11. The Agency shall take immediate action to attend any complaint assigned to him through site order book/verbal instructions from Engineer-in-Charge or his representative over telephones from occupants. In all cases he shall attend the complaints in the specified duration as mentioned below.
12. The personnel and laborers engaged by the Agency under this contract shall wear neat and clean uniforms approved by the Engineer-in-Charge along with name badges. As identity card duly countersigned by the Engineer-in-charge or his representative shall be issued to each personnel by the Agency to have proper identifications. The character and antecedents of the staff employed by the Agency shall be got verified from the police by the Agency.
13. The firm/Agency shall maintain wage record and he should not pay wage less than the minimum wages as prescribed/amended by the labour Department/Govt. from time to time.
14. Staff employed by the Agency should be well behaved, polite & courteous. Any complaint against staff on behaviour should be taken very seriously and such staff should be removed by the Agency immediately from the site with replacement of a suitable candidate.
15. All dismantled material will be removed from site by Agency after duly verification and measurement of the same by JE/AE and EE.
16. The Agency shall make all safety arrangements 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 Agency. The department shall not be responsible for any mishap, injury, accident or death of the Agency's staff. No claim in this regard shall be entertained / accepted by the department. Also, Agency is responsible to the damage caused to any man/material other than his team during execution, and AIIMS will not be responsible for that.

17. Agency shall be fully responsible for any damages caused to govt. property by his or his labour in carrying out the work and shall be rectified by the Agency at his own cost.
18. GST and other Taxes as applicable shall be recovered/paid from the Agency's bill as per Govt. of India/AIIMS Rules.
19. In the case of discrepancy between the schedule of quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: -
 - (a) Description of schedule of quantities.
 - (b) Additional specifications and special conditions, if any.
 - (c) Contract clauses of general conditions of contract for central P.W.D. works.
 - (d) Architectural drawings.
 - (e) Indian standards specifications/BIS. Any reference made to any Indian standards specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The Agency shall keep all such publications of relevant Indian Standards applicable to the worksite at his own cost.
20. The agency shall restore back the premises and other articles provided by the department to the department at the time of closure of the contract.
21. No permanently /temporary huts /structures shall be constructed by the Agency at the site of work or at any government land/premises. Such structures, if any, found at the site or at AIIMS Bhubaneswar land shall be demolished and removed at the cost of the agency without any notice.
22. Any damage to the building structure, fittings or any other articles etc. done by the Agency on his workman during the execution of the work shall be made good by the Agency at his own cost.
23. The Agency shall clear the site property after the completion of the work.
24. Major/Minor complaint shall be decided by the EE/Engineer-in-charge or AE/his representative. The decision of Engineer-In-charge shall be final & binding.
25. Payment shall be made on after successful completion of work and due Certification of the Bills by the Representative of Engineer-in-Charge.

B. SPECIAL CONDITIONS

1. Any facility not mentioned in this scope, but which is vital **Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar..** are assumed to be included in the scope of work.
2. Agency has to ensure safety and provide adequate supervision/precautions during the work.
3. During working at site, any Rule/restrictions may be imposed by Engineer-in-Charge/Security staff of Corporation or Local Authorities regarding safety and security etc., the Agency shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account & no claim for delay on this account shall be entertained.
4. **The tender shall be based on Conditions of Contract and tenderers are required to quote their % rates against BOQ item in schedule of quantities, which is enclosed. All rates shall remain firm for the contract period/extended contract period.**
5. If the Agency fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the Department shall forfeit the earnest money deposited by him along with the tender.

6. All the works to be carried out in accordance with latest CPWD/BIS Specifications and as per the directions of Engineer-in-charge.
7. **Packing:** The supplier shall provide such packing of the goods, as is required to prevent their damages or deterioration during the transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
8. **DRAWING AND SPECIFICATIONS**
A copy of tender documents and all relevant drawings and specifications viz. Indian standards, latest CPWD specifications etc. shall be made available at site if & when asked for reference.
9. **COST OF TESTS**
The cost of preparing samples and carrying out tests for quality of material or workmanship will be borne by the Agency except for such exclusions as are specifically mentioned in the specifications laid down in contract. The cost of all test carried out by Laboratories directed by the Engineer-in-Charge will be borne by the Agency.
10. The work shall be carried out strictly as per the attached technical specifications, relevant IS specifications, Indian Electricity Rules & National Electrical Code.
11. The Agency has to get approved all the material from the Engineer-in-Charge before its actual use at site of work.
12. If the scheduled maintenance work will not be carried out by the Vendor/Agency within 15 days of the Scheduled date, the same will be executed by AIIMS Authority by Third party and the payment for the same will be deducted from next RA bill.
13. The watch and ward of material and installation shall rest on the part of Agency during execution of work and till handing over of the same after completion of work in accordance with schedule of work.
14. The Agency will take care of the building etc. while handling/installing the equipment to avoid damages to the building. If any damages occur during execution of work, it shall be made good by Agency without any extra cost.
15. Existing materials in good condition may be used after joint inspection by AIIMS representatives & vendor.
16. Dismantled/ un-used materials to be deposited at Engineering Dept. by the Firm.
17. The vendor shall submit colour photographs printed with glossy paper for showing different stages of work during the submission of final bill.
18. Manpower deployed for operation and maintenance work may be engaged for any other work at AIIMS complex as and when recruited by the direction of Engineering In charge/ E.E. (Electrical) of AIIMS.
19. The all electrical works to be done as per I.E rule 1956.
20. **Warranty/Guarantee: The warranty/Guarantee certificate shall be provided as per manufacture standard norms.**
21. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.

22. The tender shall be based on Conditions of Contract and tenderers are required to quote their own rates against each item in schedule of quantities (B.O.Q), which is enclosed. All rates shall remain firm for the contract period/extended contract period.
23. Three dedicated telephone number shall be provided by the agency in the substation I & II & UPS.
24. Site engineer as per clause 36 (i) of Proforma of Schedules shall be deployed at site for supervising the day to day maintenance.

C. GENERAL CONDITIONS FOR SUPPLY OF MATERIALS

1. The materials shall be as per CPWD specifications with up to date correction slip and ISI specifications wherever mentioned and as per **list of approved makes (enclosed)**.
2. In the event of any variation between CPWD specifications and that in the IS code the former shall take precedent over the later. In the event of variation between the nomenclature of item as per schedule of quantities and specifications, the former shall prevail.
3. The sample of all the items shall have to be got approved by the Agency from the Engineer-in-Charge/Executive Engineer or his Representative before the supply commences. The approval of sample shall be only in respect of workmanship and finish, and shall be without prejudice to the right of Engineer-in-Charge to get random samples tested out of the actual lot received as per additional conditions. This decision is the prerogative of Engineer-in-Charge.
4. The Agency shall furnish the manufacture's certificate (if instructed) that the material supplied satisfy the requirements of the relevant specifications.
5. The Engineer-in-Charge shall be at liberty to test respective sample(s) of each item from schedule of quantity in any approved laboratory as decided by him. The sample for testing shall be provided by the Agency. The testing charge in respect of satisfactory test shall be borne by the Agency. All other expenditure required to be incurred for making available the sample conveyance and packing etc., shall be borne by the Agency himself. In case any sample of particular lot fails in testing the Agency shall be bound to replace the entire lot with fresh material of prescribed specifications and the rejected lot shall only be returned to the Agency after fresh lot is supplied.
6. After completion of work, the defective and damaged materials (Spare/Equipment/Scraps) shall be handed over to the AIIMS Authority or to be removed by the Agency at his own cost.
7. In case of any dispute regarding rejection of quantity of materials, the decision of Engineer-in-Charge shall be final and binding up on the Agency.
8. Specialized services as indicated in the contract must be done through authorized dealer or service centre or manufacturer only. The Agency will submit the GST invoice for the equipment's or spares purchased from manufacturer or authorized dealer. Similarly, for services the agency shall submit the service report from authorized service centre or dealer for processing the payment.

**Executive Engineer (Elect.)
AIIMS Bhubaneswar**

SCOPE OF WORK

1. The scope of work comprises

1.1 Annual maintenance contracts includes round the year routine, preventive and breakdown maintenance for 1 nos. 200 KVA UPS.

a) Comprehensive maintenance of UPS system i/c connected wire & cables i.e. full replacement of any defective parts of UPS system except exclusion items.

b) Preventative Maintenance visit/ Routine inspection minimum 04 times in a year or as decided by Engineer-in-charge.

c) Break down calls – (i). In case of fault other than major fault/ breakdown as specified above, the agency has to attend breakdown and made UPS functional within 24 hours of fault reported.

(ii). In case of major breakdown such as Transformer, Chokes, IGBT, Capacitor bank etc. the agency has to attend breakdown and made UPS functional within 15 days of fault reported.

d) Checking and adjustment of power parameter etc.

e) Checking and adjustment of control parameter on different PCBs etc.

f) To perform operational test of the system i/c unit transfer and battery discharge.

g) Checking of battery backup time/performance by switching off UPS incoming supply.

2. The agency shall ensure that all Mandatory Test(s) as per OEM guidelines shall be carried out time to time and test reports be submitted duly approved/certified by the OEM. The expenditure (if any) on these tests and approval/certification by OEM shall be borne by the agency. No claim of any refund or reimbursement to agency on such expenditure shall be borne by AIIMS Bhubaneswar.

3. The agency shall ensure that the UPS System is completely functional 24 X7 during the course of contract in all respect. The agency shall strictly adhere to the Operation and Maintenance Guidelines of OEM, Manual of OEM and directions of Engineer-In- Charge.

4. The agency shall be equipped with all Tools & Plants required for Repair, Rectification, Maintenance, Operation, to keep the system functional as per OEM guidelines and as per directions of Engineer in Charge.

5. All necessary electrical , electronic and mechanical parts, fittings, fixtures etc. which are not specifically mentioned in the BOQ but are required to keep the UPS System functional shall be in the scope of agency and to be arranged by agency at their own cost unless otherwise approved by the Engineer-in-Charge for Extra Item after submission of justification by the agency for such consideration. The decision of Engineer-in-Charge in the case shall be final and binding to the agency.

6. All the parts of UPS like Electrical & Electronics Hardware Software/Firmware installed during maintenance of the equipment should be of make as specified by OEM. In case of non availability of any part from the make approved by OEM, the permission of Engineer-in-Charge is required to use parts of other make. The items or parts of UPS which needs to be replaced shall be reported by the agency to Engineer-in-Charge or his authorised representative for approval.

7. Modes of Operation: The agency shall ensure that system operate continuously at rated capacity at various modes as per OEM Manual/ OEM guidelines

8. The agency shall ensure that all Maintenance (Preventive and Major Maintenance) will be scheduled as per guidelines and Manual of OEM. The agency shall submit the Maintenance schedule to be approved by Engineer In-charge.

9. Necessary Log registers for Routine Maintenance, Monthly Maintenance, Half yearly Maintenance and Yearly Record be submitted by the agency in the format approved by the Engineer-in-Charge. The decision of the Engineer-In-Charge on the format of Log register shall be final and binding to the agency

10. The agency shall ensure that uninterrupted, smooth and safe functioning of UPS System is maintained and no failure of power supply due to disfunctioning, delayed functioning of UPS System occurs, due to any reason(s). All necessary measures to ensure the upkeep,

11. operation, maintenance, repair, rectification, replacement shall be carried by the agency. The agency shall be fully responsible for any failure and any mishap of life and property, if occurs, due to non functional/delayed functional/misfunctional/ poor functional UPS System.

12. The agency shall have sufficient spare parts at site during AMC period.

13. The complaint shall be attended within 04 hours of reporting of complaint for uninterruptable and smooth functioning of UPS system.

14. In case of fault other than major fault/ breakdown as specified above, the agency has to attend breakdown and made UPS functional within 24 hours of fault reported otherwise recovery shall be made @ Rs. 1000/- per UPS per day.

15. In case of major breakdown such as Transformer, Chokes, IGBT, Capacitor bank etc. the agency has to attend breakdown and made UPS functional within 15 days of fault reported otherwise recovery shall be made @ Rs. 2000/- per UPS per day.

16. All the dismantled material shall be the property of the agency.

17. The agency shall also provide training as per Operational & Maintenance Manual of OEM/ Standard Specifications to the selected electrical staff of AIIMS Bhubaneswar as per directions of Engineer-In-Charge for necessary Operation and Maintenance and repair or rectification to the UPS System during their course of contract. No expenses to be borne by the department or by the agency for this training.

18. The agency shall supply and install two laminated instruction sheets, SOP in UPS room indicating basic operational details of UPS System including safety precautions.

19. The Agency shall be responsible to handover the fully functional UPS System with no defect in any electrical, electronics and mechanical part to AIIMS Bhubaneswar. Necessary OEM Guidelines and Maintenance Manual of UPS System shall also be provided by the agency at no extra cost to AIIMS Bhubaneswar at the time of completion of contract.

20. The work under this contract shall be carried out all as per BOQ, General Conditions, Special Conditions and Particular Conditions forming part of this contract and general specification and other provisions contained in specification to the entire direction and satisfaction of Engineer-in-Charge.

OUT OF SCOPE OF WORK

1. The following will be outside the scope of this agreement and Service Provider shall not provide any support or replacements in respect of the same.
 - a. Replacement of Batteries.
 - b. AC Capacitors which are > 7 Years / 61320 hrs. old –As applicable
 - c. DC Capacitors which are > 5 Years / 43800 hrs. old – As applicable
 - d. Wound Components such as Transformers & chokes.
 - e. Switchgears which are > 5 years old.
 - f. Any civil and structural work
 - g. Cables and Busbars per se excluded.
 - h. Dust filter
 - i. Cooling FAN which are > 5 years old.
 - j. Power module /Block which are > 10 Years old
 - k. Batteries not supplied by SE, (Installation, supervision inspection, preventive maintenance checks and troubleshooting). Any issues/performance of the UPS caused by these batteries.
 - l. Any issues/performance of the UPS caused by delay in replacement of batteries as per standard recommendation of the OEM or Service Provider.
 - m. Additional Preventative maintenance /Annual shutdown maintenance
 - n. Efficiency measurement
 - o. Reinstallation of products
 - p. Load study
 - q. Energy Audit
 - r. Thermography test.

Technical Bid (Eligibility Criteria)

The scanned copies of the following mandatory documents to be uploaded on e-Tendering Portal in the following format.

Sl. No.	Details/ Particulars	Uploaded (Yes/No)	Page No.
(A)	Submitting Earnest Money Deposit.		
(B)	FROM 'A to E' duly filled in and signed with stamp.		
(C)	Certificates of Work Experience to be issued by the officer of the rank not below Executive Engineer.		
(D)	Certificate of Registration for GST and acknowledgement, up to date filed return if required		
(E)	Attested Copies of PAN No.		
(F)	Copies of IT return last 3 Years.		
(J)	The Bidder(s) should have their Registered Office/Branch in Bhubaneswar. If not, an Office should be opened in Bhubaneswar within 30 (Thirty) Days of the award of Work. Details of Address Proof of Office located at Bhubaneswar should be given to EE(Elect.)		
(K)	Declarations to be given by the Tenderer(s)		
(L)	Profit/Loss : The bidder should not have incurred any loss (Profit after Tax should be positive) in more than two years during available the last five consecutive balance sheet , duly audited and certified by Chartered Accountant.		
(M)	Each page of the e-tender documents should be duly signed with seal otherwise the bid shall become invalid.		
(N)	OEM/OEM Authorized Service Agencies (Authorization Letter is required)		
(O)	Notary Affidavit as per Proforma - VII		

PROFORMA OF SCHEDULES - F (ELECTRICAL)**SCHEDULE 'A'**

Schedule of quantities : **Attached**

SCHEDULE 'D'

Extra schedule for specific requirements/
document for the work, if any. : **Nil**

SCHEDULE 'E'

Reference to General Conditions of contract : CPWD General Conditions of Contract 2024 (maintenance) modified and amendment up to the last date of submission of tender.

Name of work : **Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar..**

Estimated cost of work : **Rs. 6,24,928.00**
(i) Earnest money : 2% of Estimated value.
(ii) Performance Guarantee : 5% of tendered value.
(iii) Security Deposit : 2.5% of tendered value.

SCHEDULE 'F'**GENERAL RULES & DIRECTIONS:**

Officer inviting tender : **Executive Engineer (Electrical), AIIMS Bhubaneswar on behalf of Executive Director AIIMS Bhubaneswar.**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. : See below

Definitions:

2(v) Engineer-in-Charge : **Superintending Engineer, AIIMS Bhubaneswar (Odisha)**

2(viii) Accepting Authority : **Executive Director, AIIMS Bhubaneswar (Odisha)**

2(x) Percentage on cost of materials and labour to cover all overheads and profits. : **NA**

2(xi) Standard Schedule of Rates : **As per Market Rates**

2(xii) Department : **Engineering Department, AIIMS Bhubaneswar.**

9(ii) Standard CPWD contract Form : **GCC 2024 & CPWD Form-7/8 as modified & corrected up to last date of receipt of Bid/tender.**

CLAUSE 1

(i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour : **15 Days**

- Licenses, registration with EPFO,
ESIC and BOCW welfare board or proof of applying
Thereof from the date of issue of letter of acceptance
- (ii) Maximum allowable extension with late fee : **15 Days**
@ 0.1% per day of Performance Guarantee
amount beyond the period Provided in (i) above

CLAUSE 2

- Authority for fixing compensation under clause 2 : Superintending Engineer / Executive Director,
AIIMS Bhubaneswar.

Clause 2A

- Whether Clause 2A shall be applicable : **NA**

CLAUSE 5

- Number of days from the date of issue
of letter of acceptance for reckoning
date of start : **14 Days**

Time allowed for execution of work – 365 days.

Authority to decide:

- (i) Extension of time : Executive Engineer, AIIMS Bhubaneswar
- (ii) Rescheduling of mile stones : Superintending Engineer/ Executive Director,
AIIMS Bhubaneswar
- (iii) Shifting of date of start in case
of delay in handing over of site : Superintending Engineer/ Executive Director,
AIIMS Bhubaneswar

PROFORMA OF SCHEDULES**CLAUSE 5**

Schedule of handing over of site

Part	Portion of Site	Description	Time Period for handing over reckoned from date of issue of letter of Intent.
Part A	Portion without any hindrance	All works	14days
Part B	Portions with encumbrances	NA	NA
Part C	Portions dependent on work of other agencies	NA	NA

- Applicable clause 5/ Clause 5A** : **NA**

CLAUSE 7 A

- Whether clause 7A shall be applicable : **NA**

- CLAUSE 10A** : **As required by Engineer-In-Charge**

CLAUSE 10B (i)

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

CLAUSE 10C

- Component of labour expressed as
percent of value of work : **Not Applicable**

- CLAUSE 10CC** : **Not Applicable**

Clause 11

Specifications to be followed for

execution of work : **CPWD Specifications General Specifications for Electrical Works - Internal - 2005 with modification up to last date of tender submission.**

CLAUSE 12

Authority to decide deviation up to 1.5 times of tendered amount : **Executive Director, AIIMS Bhubaneswar**

12.2&12.3

Deviation Limit beyond which clauses

12.2 & 12.3 shall apply for building work : As per CPWD Works Manual-2022

12.5

(i) Deviation Limit beyond which clauses

12.2 & 12.3 shall apply for foundation work

(except items mentioned in earth work subhead in DSR and related items) : As per CPWD Works Manual-2022

(ii) Deviation Limit for items mentioned in earth

work subhead of DSR and related items : As per CPWD Works Manual-2022

CLAUSE 16

Competent Authority for deciding reduced rates. : Superintending Engineer/Executive Director, AIIMS Bhubaneswar

CLAUSE 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site : As required by Engineer -in- Charge

CLAUSE 19 C.....Engineer- in charge

CLAUSE 19 D..... Engineer- in charge

CLAUSE 19 G Engineer- in charge

CLAUSE 19 K Engineer- in charge

CLAUSE 25

Constitution of Dispute Redressal Committee (DRC) : **AIIMS, Bhubaneswar**

CLAUSE 32 : **Not Applicable**

Requirement of Technical Representative(s) and recovery Rate

SNo	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32(i)	
						Figures	Words
1	Graduate Engineer	Electrical	Principal Technical Representative	2 - years	ONE	Rs. 15,000/- PM	Rupees Fifteen Thousand Per Month each
OR	Diploma Engineer	Electrical	(Project Planning/ Site/ billing Engineer)	5-years	ONE	Rs.15000/- PM.	Rupees Fifteen Thousand Per Month each

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

The engaged Technical Representative shall be monitor day to day maintenance activity.

CLAUSE 38 : **Not Applicable**

List of Mandatory Documents to be filled in by the bidders in various forms to be scanned and uploaded within the period of bid submission

1	OEM Authorization certificate.
2	Scanned Copy of EMD (Original to be submitted as mentioned in Information and Instructions for Bidders for e-Tendering)
3	Letter of transmittal (Annexure-A)
4	Vendor Details as per (Annexure-B)
5	Structure & Organization (Annexure-C)
6	Declaration by Bidder (Annexure-D)
7	Consent Letter (Annexure-E)
8	Self Certification under Preference to “MAKE IN INDIA” Policy (Annexure –F)
9	GST Registration Certificate
10	Proof of Average Annual Financial Turnover should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years (Proforma III)
11	Details of The Similar Works Completed In Last Seven Years (Performa-IV)
12	Details of ongoing/existing works (Proforma-VI)
13	Affidavit on non-judicial paper of Rs. 100/- duly attested by Notary/ Magistrate for PAST CONTRACTUAL PERFORMANCE (Proforma-VII)

LETTER OF TRANSMITTAL

From:

To

The Executive Engineer,
AIIMS, Bhubaneswar (Odisha)

Subject: Submission of bids for the work of “Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar.”

Sir,

Having examined the details given in the bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to H and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we authorize Engineer-In-Charge or his representative to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the requisite certified net worth or solvency certificate and authorize the Executive Engineer, AIIMS, Bhubaneswar to approach the Bank issuing the solvency certificate to confirm the correctness there of. I/we also authorize the Executive Engineer, AIIMS, Bhubaneswar to approach individuals, employers, firms and corporation to verify our competence and general reputation.
5. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate: It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I / We shall be liable to be debarred, disqualified / cancellation of enlistment in case any information furnished by me / us is found to be incorrect.

Enclosures:

Date of submission:

Signature(s) of Bidder(s)
Seal of bidder

FORM FOR DETAILED INFORMATION BY BIDDER
(Vendor Details)

1.	Name of the Bidder	
2.	Permanent Account No (PAN)	
3.	Particulars of Bank Account	
4.	a) Name of the Bank	
	b) Account Number	
	c) Name of the Branch	
	d) Branch Code	
	e) Address	
	f) City Name	
	g) Telephone No	
5.	Legal status of the bidder (attach copies of original document defining the legal status)	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
6.	GST Registration Certificate No	
7.	Valid Email ID of the Bidder	
8.	Complete Postal Address of the bidder	

(Authorized Signature of the Bidder with Seal)

STRUCTURE & ORGANISATION

1. (a) Name
 - (b) Address of the bidder
2. (a) Telephone no.
 - (b) Telex no.
 - (c) Fax no.
 - (d) E-mail
3. Legal status of the bidder (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation
4. Particulars of registration with various Government Bodies if any (attach attested photocopy)

Organization/Place of registration Registration No.

- 1.
 - 2.
 - 3.
5. Names and titles of Directors & Officers with designation to be concerned with this work.

Signature of Bidder(s) with Seal

DECLARATION

It is to certify that:

- 1) I/We agree with the terms and conditions of it and understood that it will form part of the agreement.
- 2) I hereby certify that none of my Relative(s) are employed in AIIMS Bhubaneswar, Odisha. In case at any stage, it is found that the information given by me is false/incorrect, AIIMS shall have the absolute right to take any action as deemed fit without any prior intimation to me”.
- 3) I/We undertake and confirm that eligible Work(s) has/have not been got executed through another contractor on back to back basis. Further, it is stated that, if such a violation comes to the notice of Department, than I/We shall be debarred for bidding in AIIMS in future forever. Also, if such a violation comes to the notice of AIIMS, Bhubaneswar before date of start of work, the Engineer-In-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.
- 4) I / We have signed (with stamp) uploaded documents of the tender before submitting the same.
- 5) All the information and documents given/ uploaded for bids are true.
- 6) I / We have provided our e-Mail id for any communication in this regard.
- 7) I have read carefully & understood the important instructions to the all bidders.

Date.....

E-Mail: _____

Contractor
(Sign with Seal)

CONSENT LETTER

“Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar.”

I/We hereby give my/ our consent to work as contractor till the completion of work and I/we will be responsible for execution of work only by skilled persons in the field of **related work** as per satisfaction of Engineer-In-Charge.

I/We have experience to technically execute, take measurements and will produce computerized measurement sheets of work before covering hidden work / job and other exposed works in time as per clause 6 otherwise measurement will be recorded by the representative of Engineer-In-Charge which will be bound to me. Final measurement with bill will be produced by me/us within one month after completion date otherwise representative of Engineer-In-Charge will prepare the same which will be acceptable and bound to me/us and no any claim in this regard will be made by me/us.

I/We will provide all invoices and related test certificates of materials as required by E-In-C. All Analysis of rates for Extra, Deviation items etc. will be produced by me/us in consultation with representative of Engineer-In- Charge on time for getting approval from Competent Authority of AIIMS before execution of work or otherwise the same will be prepared by the department and will be bound to me/us.

I/we will also engage suitable and skill Engineer(s) for the work as per Clause 32 of General Condition of Contract.

I further certify that the above particulars pertaining to me are correct.

I/We will produce all uploaded documents in original for physical verification before issue of Letter of Acceptance or / and as demanded by Engineer-In Charge before the payment.

I/We will submit “No Claim Certificate” in the approved format in company letter head after receiving final bill payment.

Signature of contractor with seal

Self Certification under Preference to “MAKE IN INDIA” Policy

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/Amendments from time to time and as applicable on the date of submission of tender, we hereby certify that we _____ (Name of Contractor/Firm/ Agency) are local Contractors and will meet the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No _____, if selected as Lowest Bidder.

Details of location at which local value addition will be made is as follows:

The information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me.

In the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per said order, based on the assessment of procuring agency(ies)/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You

Seal and Signature of Authorized Signatory

Date: _____

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

Financial Years	2021-22	2022-23	2023-24
Gross Annual Turn over			

- (i) Gross Annual Turn Over on construction works.
- (ii) Profit/Loss.

II. Financial arrangements for carrying out the proposed work.

Signature of Bidder (s)

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE
LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DAY OF SUBMISSION OF
TENDERS**

Ser . No.	Name of the Work/Pro ject and Location	Owner or sponsoring organizati on	Cost of work in corers of rupees	Date of commencem ent as per contract	Stipulated date of completi on	Actual date of complet ion	Litigatio n/ arbitrati on cases pending / in progress with details*	Name and address/teleph one No of officer to whom reference may be made	Whether work was done on back to back basis Yes/No
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(j)	(k)
1.									
2.									
3.									
4.									
5.									
6.									
7.									

*Indicate gross amount claimed and amount awarded by the Arbitrator.

Note:

1. The Bidder shall submit the attested Copies of the Completion Certificates from the Client i.e. Department(s) of Govt./Semi Govt./PSU/Autonomous Bodies of Govt..

Signature of Bidder(s)

DETAILS OF ON-GOING/EXISTING WORKS

Ser . No.	Name of the Work/Project and Location	Owner or sponsoring organization	Cost of work in corers of rupees	Date of commencement as per contract	Stipulated date of completion	Anticipated date of Completion of work	Any other Relevant information
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1.							
2.							
3.							
4.							
5.							
6.							
7.							

Note:

1. The Bidder shall submit the attested Copies of the Completion Certificates from the Client i.e. Department(s) of Govt./Semi Govt./PSU/Autonomous Bodies of Govt..

Signature of Bidder(s)

AFFIDAVIT

(To be submitted on Rs. 100/- Indian Non-Judicial Stamp Paper)

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 supply the item(s) as per the specification given by Institution and also abide all the Terms & Conditions stipulated in Tender.

I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may impose any action as per e-Tender Rules.

“I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another Agency 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 future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee”.

Business Address: -

Name:

(Signature of Bidder with Firm's Seal)

Place: _____

Dated: _____

All India Institute of Medical Sciences
Engineering Branch, Bhubaneswar (Odisha)-751019
www.aiimsbhubaneswar.edu.in

BIDDERS UNDERTAKING

E-Tender for the work of: Tender for “**Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar.**”

To be submitted online by:

TENDER

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

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

I/We agree to keep the tender open for **One Hundred Eighty (180) days** from the due date of opening of financial bid and not to make any modification in its terms and conditions.

A sum of **Rs.....** is hereby forwarded in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank as earnest money. A copy of the earnest money in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank is submitted with tender. If I/We, fail to furnish the prescribed performance guarantee within prescribed tender, I/we agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the General Conditions of Contracts (CPWD). Further, I/we agree that in case of forfeiture of earnest money or performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to

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

Dated.....

Signature of Contractor

Postal Address

Witness:

e-Mail id

Address:

Occupation:

(To be filled in by the contractor/witness as applicable)

ACCEPTANCE

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

(Rupees _____ * _____)

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

a) _____ *

b) _____

c) _____

For & on behalf of the AIIMS Bhubaneswar.

Signature.....

Dated

Designation.....

FORM OF EARNEST MONEY DEPOSIT

(Bank Guarantee Bond)

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

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

SEALED with the Common Seal of the said Bank thisday of 20... . THE CONDITIONS of this obligation are:

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

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

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

DATESIGNATURE OF THE BANK

WITNESS

SEAL (SIGNATURE, NAME AND ADDRESS)

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

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To
 EXECUTIVE ENGINEER (Electrical),
 AIIMS BHUBANESWAR,
 SIJUA, DUMUDUMA,
 BHUBANESWAR-751019

1. In consideration of the Executive Director, AIIMS, Bhubaneswar (hereinafter called “the Government”) having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called “the said Agency(s)”) for the work (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/ guarantee from the Agency(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement. I/We (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by Government .
2. I/We do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Agency(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. I/We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Agency (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Agency (s) shall have no claim against us for making such payment.
5. I/ We further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in- charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency (s) accordingly discharges this guarantee.
6. I/We further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Agency(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Agency (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said Agency (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said Agency (s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
7. The guarantee will not be discharged due to the change in the constitution of the Bank or the Agency (s). We lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing.
8. This Guarantee shall valid up to _____ unless extended on demand by Government, notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.

Dated the _____ day of _____ for _____

NO CLAIM CERTIFICATE

(On company letterhead)

To,
Executive Engineer (Electrical),
AIIMS, Bhubaneswar

Name of Work :

Agreement No. :

Sub: No claim declaration / certificate

We have received the sum of Rs. (Rupees only) in full and final settlement of all the payments due to us for the above stated work under the above mentioned contract agreement, between us and AIIMS, Bhubaneswar. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor

or Officer authorised to sign the contract documents

on behalf of the contractor

(Company stamp)

Date:

Place:

Format for Agreement
(To be made on Rs 100/- Judicial Stamp Paper)

This Agreement is made at.....on this.....day of.....2025.

BETWEEN

Executive Director, AIIMS, Bhubaneswar represented through Executive Engineer (Electrical), AIIMS, BHUBANESWAR,, (Hereinafter referred as the) (Address) “**Principal/Owner**”, which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

AND

..... (Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory)

“**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

Preamble

WHEREAS, the Principal/Owner has floated the Tender (NIT No.AIIMS/BBSR/ENGG/ELECT/38/2025) (here in after refer red to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for: “**Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar**” herein after referred to as the “**Contract**”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the Land, Rules & Regulations, Economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose afore said both the parties have agreed to enter to this Agreement (hereinafter referred to as “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article - 1: Commitment of the Principal/Owner.

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

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

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

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

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (P C Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will

inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

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

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

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

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

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

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

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

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

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

Article - 3: Consequences of Breach.

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of

breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right: -

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

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

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

Article - 4: Previous Transgression.

1. The Bidder declares that no previous transgressions occurred in the last 05 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

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

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

Article - 5: Equal Treatment of all Bidders/Contractors/Sub-contractors.

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

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

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

Article - 6: Duration of the Pact.

1. This Pact begins when both the parties have legally sign edit. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, AIIMS, Bhubaneswar.

Article - 7: Other Provisions.

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

Article - 8: LEGAL AND PRIOR RIGHTS.

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

Article – 9: Terms And Conditions of Payment

- a. The Running payments for the work done shall be released **Quarterly** by AIIMS, Bhubaneswar. The vendor shall submit the documents along with the bill .
 - (i) GST return up-to-date Voucher.
 - (ii) Noclaim certificate (Final bill)
- b. The Security Deposit @ 2.5% of gross amount of the bill shall be deducted from the running bills, which shall be released after successful completion of Defects Liability Period i.e. six months from the date of completion of work, without any interest thereupon.
- c. The Income Tax as application shall be deducted from the bills unless exempted by the Income Tax Department.
- d. Any breakdown/service of substation equipment must be rectified/ attended within stipulated period as directed by EIC, failing which the same work will be taken up by the AIIMS authority in risk and cost basis and the payment for the same will be deducted in next RA bill.
- e. In case of any failure of / delay in services the penalty shall be invoked as per Clause-2 of GCC of CPWD works-2024, by the as per schedule F.
- f. All melba/rubbish/waste, garbage etc generated due to any operation and maintenance work, the same shall be disposed of by the Agency to the authorized municipal dumping ground and nothing extra shall paid on this account. In case of non-removal/disposal in the specified period, a compensation of ₹ 1000/- (Rupee One Thousand only) per day shall be recovered from the Agency.
- g. The Agency shall maintain the installations clean and tidy inside as well as around the installations and buildings. No rags and waste etc. shall be thrown near the building. This shall be deposited in the dustbins provided nearby. If area mention in the scope is found untidy a lump sum amount (**Rs. 1000/- per day**) will be deducted from the Agency's bill.
- h. In case of fault other than major fault/ breakdown as specified above, the agency has to attend breakdown and made UPS functional within 24 hours of fault reported otherwise recovery shall be made @ Rs. 1000/- per UPS per day.
- i. In case of major breakdown such as Transformer, Chokes, IGBT, Capacitor bank etc. the agency has to attend breakdown and made UPS functional within 15 days of fault reported otherwise recovery shall be made @ Rs. 2000/- per UPS per day.

- j. The agency also formally handover the list of equipment's in good working condition, without any damage as handed over to them by AIIMS, Bhubaneswar.

The other terms and conditions stated below: -

- (a) All the Terms & conditions of the Tender document will form as the part of this Agreement.
- (b) The agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other Laws applicable and all Statutory Obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed in AIIMS, Bhubaneswar. The client shall have no liability in this regard.
- (c) The Agency shall be solely responsible for any Accident/Medical/Health related Liabilities/Compensation for the personnel deployed at it at AIIMS, Bhubaneswar site. The Client shall have no liability in this regard.
- (d) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
- (e) The Contract can be terminated by giving 01 (One) Month Notice by the AIIMS, Bhubaneswar.
- (f) In case of Non-Compliance with the contract, the Client reserves its right to: -
- (i) Cancel/Revoke the contract; **and/or**
- (ii) Impose penalty up to 10% of the total Annual Value of Contract.
- (g) Performance Security of 3 % of the Annual Contract Value, whichever is higher in the form of Fixed Deposit Receipt or Bank Guarantee form a scheduled Bank shall be furnished by the Agency at the time of signing of the Agreement.
- (h) The Agency Shall be fully responsible for timely monthly payment of wages i.e. by 07th of every month without fail and any other dues to the personnel deployed at AIIMS, Bhubaneswar as per rates mentioned in the schedule without any deductions except PF & ESI as admissible.
- (i) The personnel provided by the Agency will not claim to become the employees of AIIMS, Bhubaneswar and there will be no employee and Employer relationship between the personnel engaged by the Agency & AIIMS, Bhubaneswar.
- (j) There would be no increase in rates payable to the Agency during the Contract Period except any revision by the MoH & FW, Govt. of India.
- (k) The Agency also agrees to comply with annexed Terms & Conditions of the Tender and amendments thereto from time to time.
- (l) Decision of Client in regard to interpretation of the Terms & Conditions of the Tender shall be final and binding on the Agency.
- (m) The Agency shall ensure full compliance with Tax Laws of India with regard to this contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of Tax, Interest, Penalty and any other legal Liability etc. of the Agency in respect thereof, which may arise. No Service Tax will be paid by AIIMS, Bhubaneswar. The Books of Accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.

- (n) In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the Local Courts of Bhubaneswar.
- (o) The Agency will provide Police Verification Certificate of each Employee within a period of 03 (Three) Months from the date of deployment except in respect of Ex-Servicemen and retired Government Employees. Failing this, the deployment shall be liable for cancellation.
- (p) THIS AGREEMENT will take effect from the _____ day of _____ Month of _____ 2024(Two Thousand Twenty-four) and shall be valid for 03 (Three) Year and extendable for another 01 (One) year on mutually agreeable conditions subject to satisfactory performance.

This day of _____ 2024, 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 Bhubaneswar in the presence of the witness: -

For and on behalf of the 'AIIMS, Bhubaneswar'

For and on behalf of the 'Agency'

Signature of the Authorized Official
(Name of the Official with Seal)

Signature of the Authorized Official
(Name of the Official with Seal)

By the said _____
_____ (Name)
_____ on behalf of 'Agency'
in presence of Witness _____
Name _____
Address _____

By the said _____
_____ (Name)
_____ on behalf of 'Agency'
in presence of Witness _____
Name _____
Address _____

Financial Bid

Name of Work: - “Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar.”

NIT No: AIIMS/BBSR/ENGG/ELECT/38/2025

Sr. No	Description of Item	Qty.	Unit	Period Covers	Rate per Month	Amount (in Rs.)
1	<p>Material & Labour for Annual Maintenance and Round the year routine, preventive and breakdown maintenance of 01 No. 200kVA, Modular ,Schneider Make UPS System installed at Burn Unit at Hospital Complex AIIMS Bhubaneswar including 04 Preventive maintenance visit in a Year and Unlimited breakdown visit round the clock 24hr. x 365 days as per relevant IS & Direction of Engineer- incharge.</p> <p>Note- Cost includes cost of all Material & Labour required for keeping the UPS system functional.</p>	1	Job	36 Months	₹ 17,359.11	₹ 6,24,928.00
Total (Including GST)						₹ 6,24,928.00

PERFORMA FOR QUOTING RATES

Name of Work:- Annual Maintenance Contract of 200 kVA UPS installed at Burn Centre of Hospital Complex, AIIMS Bhubaneswar..	
e-NIT No: AIIMS/BBSR/ENGG/ELECT/38/2025	
Estimate Cost put to tender :- ₹ 6,24,928.00	
Name of Contactor -	
Total Amount (Including of GST) in Rs.	₹ 6,24,928.00
Percentage above/below the total estimated cost	
% in words	
Total Amount (Including of GST) Rs.	

(Rupees _____ only)

Note: -

1. **MR = To be read as Market Rate.**
2. The Bidder must submit Financial Bid in On-Line Mode.
3. I/We have gone through the terms & conditions as stipulated in the tender and confirm to accept and abide the same.
4. No other charges would be payable by the Institute
5. Quantity mentioned above is tentative, it may increase or decrease as per site requirement.
6. The quoted should be exclusive of GST as applicable.

I, the contractor certify that I am filling this template after understanding all the items of schedule of Quantity of e-NIT page no.47

Name : _____

Business Address: _____

Signature of the Bidder: -

Date : _____

Place : Bhubaneswar

Seal of the Bidder _____

E-TENDERING INSTRUCTIONS TO BIDDERS

General. The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS BHUBANESWAR has decided to use the portal <http://eprocure.gov.in/AIIMSBBSR> website.

Instructions.

1. **Tender Bidding Methodology.** Two Stage Online Bidding.
2. **Broad outline of activities from Bidders prospective:**
 - (a) Procure a Class III Digital Signature Certificate (DSC).
 - (b) Register on the e-Procurement portal <http://eprocure.gov.in/AIIMSBBSR> website.
 - (c) Create Users on the above portal.
 - (d) View Notice Inviting Tender (NIT) on the above portal.
 - (e) Download Official Copy of Tender Documents from the above portal.
 - (f) Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, Bhubaneswar.
 - (g) Bid-Submission on the above portal.
 - (h) Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part.
 - (j) Post-TOE Clarification on the above portal (Optional) – Respond to AIIMS, Bhubaneswar's Post-TOE queries.
 - (k) Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders).

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. **Digital Certificates.** For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. **Registration.** To use the Electronic Tender portal <http://eprocure.gov.in/AIIMSBBSR> website, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Note : *After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/ activated.*

- (a) The Bidder must ensure that after following above, the status of bid submission must become - "Submitted".
- (b) Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.

(c) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

(d) The Financial part/BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

5. Bid submission. The entire bid-submission would be online on the Tender wizard portal i.e. <https://eprocure.gov.in/AIIMS>, Bhubaneswar.

6. Broad outline of submissions are as follows: -

- (a) Submission of Bid Parts (Technical & Financial).
- (b) Submission of information pertaining to Bid Security/ EMD.
- (c) Submission of signed copy of Tender Documents/Addendums.

7. The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required establishing compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

8. The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule (Section VII) for both packages are to be uploaded. If required, additional documents in support of taxes, quoted duties etc may also be uploaded.

9. Tender Processing Fee. As per applicable.

10. Public Online Tender Opening Event (TOE). The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note. *In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMSBBBSR by the bidders in time, then AIIMS, Bhubaneswar will promptly reschedule the affected event(s).*

9. Other Instructions. For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note. : It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to :-

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc.)
5. While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be impacted by the ASP, M/s. ITI, Bhubaneswar, if required, before participation in the online tendering.
6. For any further Assistance <http://eprocure.gov.in/AIIMSBBBSR> website for E-tendering queries contact representative NIC helpdesk.