

# Notice Inviting e-Tender For

## **Supply, Installation, Testing and Commissioning of Electrical and Fountain Works for Four no.s Circular Fountains Near Multiutility Building at AIIMS Bhubaneswar.**



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NIT No.	:	<b><u>AIIMS/BBSR/ENGG. / ELECT. /71/2025</u></b>
Estimated Cost	:	<b>Rs. 42,32,216.00/-</b>
EMD	:	<b>2% of the Estimated Value.</b>
Performance Guarantee	:	<b>5% of Tendered Value</b>
Security Deposit	:	<b>2.5% of Final Value</b>
Last date of submission	:	<b>08/10/2025 (18.00 hours)</b>
Last date of Hard Copy submission	:	<b>10/10/2025 (16.00 hours)</b>
Completion Period	:	<b>90 Days.</b>

“Certified that, this tender document contains Page No. 1 to 34 including Schedule of Quantity from Page No. 27 to 30.”

**Executive Engineer (Electrical)  
AIIMS, Bhubaneswar**

**Name of Work : Supply, Installation, Testing and Commissioning of Electrical and Fountain Works for Four no.s Circular Fountains Near Multiutility Building at AIIMS Bhubaneswar.**

**NIT No. : AIIMS/BBSR/ENGG. /ELECT/71/2025**

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### INFORMATION AND INSTRUCTIONS TO BIDDERS FOR e-TENDERING

The Executive Engineer (Electrical) AIIMS, Bhubaneswar, (Phone - 0674 2476083 , Email - eel@aiimsbhubaneswar.edu.in) invites on behalf of Executive Director, AIIMS, Bhubaneswar, Percentage Rate Tender from reputed contractor in Two (02) Bid system (Technical & Financial) from eligible contractors of CPWD, AIIMS, MES, any central Govt, State Govt., PSU (central and state) 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. /71/2025
(b)	Name of Work:	<b>Supply, Installation, Testing and Commissioning of Electrical and Fountain Works for Four no.s Circular Fountains Near Multiutility Building at AIIMS Bhubaneswar.</b>
(c)	Estimated Cost	<b>Rs. 42,32,216.00/-</b> (Rupees Forty-two lakh Thirty-two thousand Two hundred Sixteen only)
(d)	Earnest Money	<b>2% of the Estimated Value.</b>
(e)	Period of Completion	<b>90 days</b>
(f)	Last date and time of online submission of tender	<b>By 08/10/2025 at 18:00 Hours through online.</b>
(g)	Last date and time of hard copy submission	<b>By 09/10/2025 at 16:00 Hours through online.</b>
(h)	Time and date of online opening of Tender (Technical Bid)	<b>On 10/10/2025 at 12:00 Hours.</b>
(i)	Time and date of opening of Online Financial Bids	<b>Intimate latter through website</b>
(j)	Period during which <b>hard copies</b> of uploaded documents as Earnest Money Deposit., Registration Certificates, Undertaking and other Documents to be submitted to the Executive Engineer (Electrical), AIIMS, Bhubaneswar office by the Bidders for reference. <b>However, the Eligibility will be considered as per uploaded documents.</b>	To be submitted <b>on 09/10/2025 by 16.00 hours</b> duly signed by the bidder in all the pages and Self Certified copies of other Eligibility Documents in the Office of EE (Electrical) within Last date of calling of tender. In case the last day happens to be closed due to holiday, these Documents shall be submitted on the next working day.

1. 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.
2. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
3. 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/eprocure/app> or [www.aiimsbhubaneswar.nic.in](http://www.aiimsbhubaneswar.nic.in) free of cost.
4. For e-Tendering of this Tender, kindly visit website <https://eprocure.gov.in/eprocure/app> E-Tendering Portal: <https://eprocure.gov.in/cppp> For E-tendering Queries contact CPPP Help Desk.
5. The intending bidders must have valid class-III digital signature to submit the bid.
6. The e-tender Processing Fee for submission of bid shall be as per the guidelines of CPP portal.

7. Copies of eligibility documents and Earnest Money Deposit. 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.

8. 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. (Refer Annexure-I)

9. GST on all materials as well as GST on Work Contract etc., or any other taxes applicable in respect of this contract shall be payable by the Contractor. Percentage rate quoted by him shall be inclusive of such taxes, levies etc and Government will not entertain any claim for reimbursement whatsoever in respect of the same. The percentage rates of the contract shall be inclusive of all taxes and levies and nothing extra shall be paid. Further the percentage rate quoted by the contractor shall be inclusive of labour welfare cess, water charges (if applicable), electricity charges (if applicable) and the same shall be recovered from the contractors' bills and will be remitted by the department.

10. 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.

11. 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.

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

13. If any discrepancy is noticed between the eligibility documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder, the bid shall become invalid.

14. ***The Bidders shall have to submit original documents of Earnest Money Deposit and self-certified copies of all the scanned and uploaded documents on same day of opening of tender in the office of Tender Opening Authority before online opening of e-Tender. List of Eligibility Documents to be scanned and uploaded within the period of bid submission: -***

- (a) Demand Draft of any scheduled Bank against EMD in favor of AIIMS, Bhubaneswar.
- (b) Appendix 'A to C' duly filled in (Pages 7 & 8 ref.) and signed.(attach separate sheet if required)
- (c) Certificates of Work Experience & Completion Certificate of Similar Work from Client not below the Rank of Executive Engineer or equivalent, as mentioned in Ser No - 4, Page No. – 9 refer under Eligibility Criteria.
- (d) Certificate of Registration for GST and acknowledgement of up to date filed return if required.
- (e) Affidavit
- (f) Copies of undertaking.
- (g) Declarations to be given by the Tenderers (as per Page 06.).
- (h) Each page of the e-tender documents should be duly signed with seal otherwise the bid shall become invalid.
- (i) **Certificate of financial statements (Annual turn over, profit loss statement & Balance sheet of last 3 years duly certified from CA:** At the time of submission of bid, bidder may upload affidavit/certificate from CA mentioning finance turn over for the period specified in the bid document. Further details if required may be asked to the contractor after opening of technical bid. There is no need to upload entire voluminous balance sheet.

## **15. FRAUD AND CORRUPTION:**

- 15.1 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.
- 15.2 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited & the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 15.3 The Contractor shall be debarred for any period of time as decided by the AIIMS, Bhubaneswar Authority for the following reason-.
- (i) If the contractor submits false experience/completion certificates, **as mentioned in Ser. No. - 4(a), Page No. - 9 (refer under Eligibility Criteria)**. The department reserves the right to verify the particulars furnished by the applicant independently.
  - (ii) If the contractor fails to commence the work on or before the scheduled date stated in the work order.
  - (iii) Violates any important condition of contract.
17. The Technical Bid(s) shall be opened first by the Committee on **10/10/2025 at 12.00 Hours**. The Financial Bid(s), whose Technical Bid) s found to be eligible, will be opened later for which intimation will be given through Website. After the evaluation of the Bid(s) AIIMS, Bhubaneswar will award the contract to the Lowest Evaluated Responsive Tenderer. Conditional Bid(s) will be treated as unresponsive and will be rejected.
16. Information & Instruction for Contractor will form Part of NIT.

Executive Engineer (Electrical)  
AIIMS, Bhubaneswar

## **DECLARATIONS TO BE GIVEN BY THE TENDERERS**

**It is to certify that: -**

(a) I /We have gone through GCC of CPWD amended up to the latest correction as available on website <https://eprocure.gov.in/eprocure/app> / [www.aiimsbhubaneswar.nic.in](http://www.aiimsbhubaneswar.nic.in) or in the office of Superintendent Engineer and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

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

**Signature of the Tenderer**

(b) “I, .....S/o Shri ..... resident of ..... hereby certify that none of my Relative(s) as defined in Paragraph 14 of CPWD W-6 is/are employed in AIIMS Electrical Zone, 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”.

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

**Signature of the Tenderer**

**NOTE:** - (To be certified by all the partners in case of partnership firms, by all the Executive Directors in case of companies).

(c) “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, it is stated that, if such a violation comes to the notice of Department, then 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 Superintending Engineer shall be free to forfeit the entire amount of Performance Guarantee”.

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

**Signature of the Tenderer**

**FORM FOR FINANCIAL INFORMATION**

(Financial Analysis)

Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account duly Certified by the Chartered Account, as submitted by the applicant to the Income Tax Department (copies to be attached).

Ser. No.	Description	2021-22	2022-23	2023-24

**Note:** Gross Annual Turn Over only.

**FORM FOR DETAILS OF ALL WORKS OF SIMILAR CLASS****COMPLETED DURING THE LAST 07 (SEVEN) YEAR**

(I.e. FOR THE YEAR ENDING last date of submission)

Ser. No.	Name of Work/ Project	Location	Owner or Sponsoring Organization	Cost of Work in Lakhs	Date of Commencement as per Contract	Stipulated date of Completion	Actual date of Completion	Litigation/ Arbitration pending/ In progress with details	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
1.									
2.									
3.									
4.									
5.									
6.									
7.									

- The bidder must fill the form (attach Sepatrate sheet if required)

**FORM FOR DETAILED INFORMATION BY BIDDER**

Name of Firm/Contractor/Supplier	:
Complete Address and Telephone Number	:
Name of Proprietor/Partner/Managing Director/Director	:
Phone Number	:
Mobile Number	:
e-Mail ID	:
Name and address of service center nearby Bhubaneswar	:
Whether the firm is a registered Firm (Yes/No. Attach Copy of Certificate)	:
PAN Number. (Enclose the attested copy of PAN Card)	:
Service Tax Number. (Enclose the attested copy of VAT Certificate)	:
GST Number (Enclose the attested copy of VAT Certificate)	:
Whether the firm has Uploaded the Earnest Money Deposit/ MSME registered.	:
Whether the Firm/Agency as signed each and every page of Tender/NIT	:
EPF No. (Enclose the attested copy of EPF Registration Certificate)	:
ESI Code.	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder with Seal)



## **GENERAL RULES & DIRECTIONS**

The Executive Engineer (Electrical), AIIMS, Bhubaneswar invites on behalf of Director, AIIMS, Bhubaneswar, Percentage Rate Tender from contractor of repute in Two (02) Bid system (Technical & Financial) from eligible contractors of CPWD, AIIMS, MES, any central Govt, State Govt., PSU etc. having successfully completed works of similar nature as per eligibility criteria for the following work.

**1.Name of Work:** *e-Tender for “Supply, Installation, Testing and Commissioning of Electrical and Fountain Works for Four no.s Circular Fountains Near Multiutility Building at AIIMS Bhubaneswar.”*

2. The work is estimated to cost **Rs. 42,32,216.00/-** (Rupees Forty-two lakh Thirty-two thousand Two hundred Sixteen only).The estimate, however, is given merely as a rough guide.

3. Intending Bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works. The similar work means, **“Supply ,installation ,testing and commissioning of various type of fountains**

4. **Eligibility Criteria.** Indenting Bidder, who fulfill the following requirement shall be eligible to apply: -

(a) Three (03) similar works each of value **not less than 40%** (i.e. for **Rs. 16,92,886.00/-**) of estimated cost put to tender or Two (02) similar works each of value **not less than 60%** (i.e. for **Rs. 25,39,330.00/-**) of estimated cost put to tender or one (01) similar work of value **not less than 80%** (i.e. for **Rs 33,85,772.00/-**) of estimated cost put to tender in **last 07 (Seven) Years** ending last date of tender submission.

(b) The experience of similar work should be from Central Govt., State Govt., PSU and Autonomous Body.

(c) Agreements shall be drawn with the successful bidders for item/items on the prescribed format. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.

(d) 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.

(e) Conditional Bids shall not be considered and will be out-rightly rejected at the very first instance.

**(f) Average Annual Financial,** the turnover during the last 3 years, ending **31<sup>st</sup> March 2024** should be more than 50% of the estimated cost.

5. **Preparation & Submission of Tender through Online.** **The Tender should be submitted in 02 (Two) parts i.e. Technical Bid and Financial Bid respectively.** The Technical Bid should be sent by the Bidder through online as **“Technical Bid”** for **“Supply, Installation, Testing and Commissioning of Electrical and Fountain Works for Four no.s Circular Fountains Near Multiutility Building at AIIMS Bhubaneswar.”**

6. **Earnest Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **2% of Estimated value** by way of Demand Drafts or FDR. **Scanned Copy of the Demand Drafts/ FDR must be uploaded and the original must be submitted** with the Technical Bid documents. Bid(s) received in tender without Demand Drafts of EMD will be rejected. The EMD of the successful Bidder shall be returned after the successful submission of Bank Guarantee/Annual Deposit and, for unsuccessful bidder(s) it would be returned after Award of the Contract.

**(i) No exemption on EMD submission for this work.**

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 online. For any query, Executive Engineer (Electrical), Phone: 0674 – 2476083, AIIMS, Bhubaneswar, may be contacted. **Mail id- [eeel@aiimsbhubneswar.edu.in](mailto: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 conditions is not fulfilled or any condition including that of the 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 contractors 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 contractor 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 Assistant Engineer (both inclusive). He shall also intimate the names of person who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the AIIMS, Bhubaneswar. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors 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 contractor 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 contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as afore said before submission of the bid or engagement in the contractor's service.

15. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of bids.

16. This notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, 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 there of together with any correspondence leading thereto.

**18. The followings amount are included in the tendered cost.**

- (a) Security Deposit equal to 2.5% of the Contract Value will be deducted from the Bills of the Contractor.( Will be release to Contractor after successful completion of DLP Period)
- (b) The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.
- (c) The quoted Rates shall be inclusive of GST.
- (d) If Electricity from AIIMS Bhubaneswar is used by the vendor, then the vendor shall be charged for the electricity consumed as per the relevant rates. The vendor shall provide the Energy Meter for calculation of the actual unit consumed.
- (e) Water Charges @1% of the Gross bill amount will be deducted if the water supply is taken from AIIMS Department.

**19. 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 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.

20. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Bhubaneswar site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by AIIMS, Bhubaneswar for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications: -

- (a) The Payment of Wages Act 1936.
- (b) The Employees Provident Fund & MP Act, 1952.
- (c) The Contract Labour (Regulation) Act, 1970.
- (d) The Payment of Bonus Act, 1965.
- (e) The Payment of Gratuity Act, 1972.
- (f) The Employees State Insurance Act, 1948.
- (g) The Employment of Children Act, 1938.
- (h) The Motor Vehicle Act, 1988.
- (i) Minimum Wages Act, 1948.

**21. Breach of Terms and Conditions.** Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Bhubaneswar in that event the firm shall be suspended for One Year.

22. **Termination of Contract.** AIIMS, Bhubaneswar would have 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 AIIMS, Bhubaneswar rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated. The decision of AIIMS, Bhubaneswar's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Bhubaneswar shall have the right to engage any other tenderer to carry out the task.

23. **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.

24. **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 the same shall be referred to the sole Arbitrator appointed by the 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.

25. **Mode of Payment:**

(a) **100% payment will be released after due verification of final bill by Engineering-in Charge or his representative after completion of work. The deduction of 2.5% towards security deposit and other deduction towards taxes as per Government of India/AIIMS rule will be made from the bill. Security deposit will be released after succesful completion of DLP Period (i.e. 12 months from completion of work)**

(b) **It will be mandatory for the bidders to indicate their bank account number and other relevant e-payment details so that payment could be made through RTGS/ Other mechanism.**

26. GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt. of India/AIIMS Rules.

27. **Penalty:** All the work shall be completed within One Month from the date of issue of work Order by the Institute. All the aspects of safe installation shall be the exclusive responsibility of the Contractor. If the contractor fails to complete the work on or before the stipulated date, then a penalty at the Rate **of 2% per month of delay** to be computed on per day basis shall be levied subject to maximum of 10% of the total tender value.

28. **Vendor shall submit following documents along with the bill after execution of given work:**

- (a) Work Completion declaration
- (b) Testing & Commissioning Certificate
- (c) Material Test Certificate (if applicable)
- (d) Warranty/Guarantee Certificate
- (e) Colour Photos of Executed work at different stages on glossary paper
- (f) No-Objection Certificate (NOC) regarding work
- (g) GST return up-to-date Voucher.
- (h) Bank Account Details

**Executive Engineer (Electrical)  
AIIMS Bhubaneswar**

## **CONDITIONS FOR ELECTRICAL & FOUNTAIN WORKS**

### **GENERAL CONDITIONS**

1. For all items of works; 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 apply. In this regard the decision of Engineer-in-charge shall be final & binding.
2. 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.
3. Unless otherwise specified, the agreement rates for all items of work of the schedule of quantities are for all heights, depths, leads and lifts involved in the execution of work.
4. Other agencies working at site will also simultaneously execute the work entrusted to them and the contractor shall offer necessary co-operation wherever required to other agencies.
5. 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.
6. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, Labor Laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
7. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall not be allowed to erect any temporary set up for staff in the campus.
8. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.
9. The contractor shall have registration with Employee's Provident Fund commissioner and Employee's state Insurance Corporation for safe guarding interest of his workmen. He shall obtain all other necessary approvals from statutory bodies as per law in vogue.
10. All T&P, ladders/Hydra etc, Electrical instruments for execution of internal electrification work, consumable and Contingent Articles required for execution of the work shall be arranged by the contractor.
11. Staff employed by the contractor should be well behaved, polite & courteous. Any complaint against staff on behavior should be taken very seriously and such staff should be removed by the contractor immediately from the site and replacement shall be provided immediately.
12. All dismantled material will be removed from site by the contractor after verification of measurement of the same by JE/AE.
13. The contractor shall make all safety arrangements required for the labor engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. The department shall not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in this regard shall be entertained / accepted by the department. Also, Contractor is responsible to the damage caused to any man/material other than his team during execution and AIIMS will not be responsible for that.
14. Contractor shall be fully responsible for any damages caused to govt. property or allotter's property by his or his labor in carrying out the work and shall be rectified by the contractor at his own cost.
15. For non-compliance or partial compliance of satisfactory execution of items, the Engineer-in-charge reserves his rights to levy compensation in accordance with the scale of non-conformity and the period for which this non-conformity continues. However, the total amount of this compensation for the whole contract

shall not exceed **10% of the tendered value** of this contract. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to act against the contractor.

16. Chases, holes & drilling works, etc. shall be done using power operated tools in the cost of the Contract. No extra will be paid for the same.

17. 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) 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 contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

#### **SPECIAL CONDITIONS**

1. Any facility not mentioned in this scope, but which is vital to **“Supply, Installation, Testing and Commissioning of Electrical and Fountain Works for Four no.s Circular Fountains Near Multiutility Building at AIIMS Bhubaneswar. .”** Are assumed to be included in the scope of work.
2. Before starting the work, the contractor has to get the material approved from the Engineer-in-Charge before its procurement and actual use at site of work.
3. **Any defect/ damage observe at the time of material supply, the material will be replaced by new one.**
4. Contractor has to ensure safety and provide adequate supervision/precautions.
5. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of Corporation or Local Authorities regarding safety and security etc., the contractor 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.
6. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
7. 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, which is enclosed. All rates shall remain firm for the contract.
8. 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.
9. **COST OF TESTS**  
The cost of preparing samples and carrying out tests for quality of material or workmanship will be borne by the contractor 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 contractor.
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 scope of work includes all minor building works required for execution work such as cutting of wall etc. and making good the same. Nothing extra will be paid to contractor for the same.
12. The watch and ward of material and installation shall rest on the part of contractor during execution of work and till handing over of the same after completion of work in accordance with schedule of work.

**Executive Engineer (Electrical)**  
**AIIMS Bhubaneswar**

**SIGNATURE OF THE CONTRACTOR**

**LIST OF PREFERRED MAKES**

Sl. No.	Description of Items	Make
1	Submersible Pumps	CRI/Kirlosker/KSB/Lubi/Any Equivalent
2	Power Cables	Havells/ Polycab/ Rhino/ RR Cable/ <b>Any Equivalent</b>
3	PVC insulated cables	Finolex/Havells/Polycab/KEI/ <b>Any Equivalent</b>
4	Panel switchgear & Accessories	L&T / Legrand/ Simens/ <b>Any Equivalent</b>
5	Under water LED light and Controller	Any ISI marked
6	UPVC pipes	Supreme/Parryware/Astral/ Any Equivalent
7	DWC HDPE pipes	Any ISI marked

**Note: The make approval must be taken from Engineer-in-charge/ExecutiveEngineer(Electrical) before installation.**

**All India Institute of Medical Sciences**  
**Engineering Branch, Bhubaneswar (Odisha)-751019**  
[www.aiimsbhubaneswar.nic.in](http://www.aiimsbhubaneswar.nic.in)

**Percentage Rate Tender / Item Rate Tender & Contract for Works**

**(To be submitted on Notarized Rs. 10/- Indian Non-Judicial Stamp Paper)**

E-Tender for the work of: **Supply, Installation, Testing and Commissioning of Electrical and Fountain Works for Four no.s Circular Fountains Near Multiutility Building at AIIMS Bhubaneswar.**

To be submitted online by:

- (a) Time and date of online Opening of Technical Bids. : **On 10/10/2025 at 12:00 Hours.**
- (b) Time and date of opening of Online Financial Bids. : **intimate latter**

**T E N D E R**

I/We have read and examined the notice inviting tender, schedule along with Appendices 'A' to 'C' as per 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.

If I/We, fail to furnish the prescribed Performance Guarantee within prescribed period. I/We agree that the said Director, AIIMS, Bhubaneswar or his successors, in office shall without prejudice to any other right or remedy, be at liberty to debar my firm from AIIMS tender for one year. Further, if I/We fail to commence work as specified, I/We agree that Director, AIIMS, Bhubaneswar or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in the tender form. Further, I/We agree that in case of forfeiture of 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 contract or on back to back basis. Further that, if such a violation comes to the notice of AIIMS, Bhubaneswar, then I/We shall be debarred for tendering in AIIMS, Bhubaneswar in future forever. Also, if such a violation comes to the notice of AIIMS, Bhubaneswar before date of start of work, the Administrative Officer shall be free to forfeit the entire amount of 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 there from 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  
with full Postal Address

Witness: \*

**Address: \***  
**(\* To be filled in by the Contractor.)**

Occupation: \*



## AFFIDAVIT

(To be submitted on Notarized Rs. 10/- 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 contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in 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: \_\_\_\_\_

**FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)**

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 Contractor(s)”) for the work (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/ guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

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 contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

4. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor (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 contractor (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 contractor(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 contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

9. 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 \_\_\_\_\_

(Indicate the name of the bank)

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

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

**BETWEEN**

**AIIMS, Bhubaneswar** represented through **Executive Engineer (Electrical), AIIMS, BHUBANESWAR, Sijua, Patrapada, Bhubaneswar** (Hereinafter referred as the “**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..... (Details of duly authorized signatory) (Hereinafter referred to as the “**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. /\_\_\_/2025**) (here in after refer red to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for: “**Supply, Installation, Testing and Commissioning of Electrical and Fountain Works for Four no.s Circular Fountains Near Multiutility Building at 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.

The Tender value which has been accepted by CA for the work/contract is Rs \_\_\_\_\_/ - ( Rupees \_\_\_\_\_ only)

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 willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation,

threat or the use of force directly or indirectly, where potential or actual injury may 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: Terms and Conditions of Payment.**

- a. 100% payment will be released after due certification of R/A bill/ Final bill by Engineering-in-Charge or his representatives after completion of work.
- b. Security deposit 2.5% will be deducted from the bills of the contractor, and will be returned after successful completion of DLP Period.
- c. The income tax as applicable shall be deducted from the bills unless exempted by the Income Tax Department.
- d. If water is used from the AIIMS, Bhubaneswar, then water charges will be deducted @1% of the Gross Bill Amount.
- e. Electrical charges as per actual meter reading shall be deducted from the bill. If connection is taken directly without installation of meter with prior permission from Executive Engineer Electrical, Then the amount as per the usage shall be deducted from the gross bill amount as suggested by Executive Engineer Electrical.
- f. All the work shall be completed within \_\_\_\_ months the date of issue of Work order by the institute. All the aspects of safe installation shall be the exclusive responsibility of the contractor. If the contractor fails to complete the work on or before the stipulated date, then a penalty at the rate of 02% per month of delay to be computed per day basis based on quantum of damage suffered due to stated delay on the part of the contractor (as per GCC-2020) shall be levied subject to maximum of 10 % of the accepted tendered value of the work.
- g. The vendor shall submit the documents along with the bill for payment: -
  - (a) Work Completion declaration
  - (b) Testing & Commissioning Certificate
  - (c) Material Test Certificate (if applicable)
  - (d) Warranty/Guarantee Certificate
  - (e) Colour Photos of Executed work at different stages on glossary paper
  - (f) No-Objection Certificate (NOC) regarding work
  - (g) GST return up-to-date Voucher.
  - (h) Bank Account Details
  - (i) 36(i) certificate for engagement of technical staff.

**Article - 9: 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.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner) (For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....  
(Signature, Name and address)

2. ....  
(Signature, Name and address)

Place :

Dated :

## PROFORMA OF SCHEDULES

### SCHEDULE 'A'

Schedule of quantities: - (ENCLOSED at Page 27 & 29)

### SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

<u>Ser. No.</u>	<u>Description of item</u>	<u>Quantity</u>	<u>Rates in figures &amp; words at which the material will be charged to the contractor</u>	<u>Place of issue</u>
<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>	<u>(5)</u>
<u>NIL.</u>				

### SCHEDULE 'C'

Tools and plants to be hired to the contractor

<u>Ser. No.</u>	<u>Description</u>	<u>Hire charges per day</u>	<u>Place of Issue</u>
<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>
<u>NIL</u>			

### SCHEDULE 'D'

Additional Condition and specifications: Enclosed.

### SCHEDULE 'E'

(Reference to General conditions of Contract.)

Name of Work : **“Supply, Installation, Testing and Commissioning of Electrical and Fountain Works for Four no.s Circular Fountains Near Multiutility Building at AIIMS Bhubaneswar..”**

Estimated Cost of Work: **Rs. 42,32,216.00/-** (Rupees Forty-two lakh Thirty-two thousand Two hundred Sixteen only)

- |     |                       |   |                               |
|-----|-----------------------|---|-------------------------------|
| (a) | Earnest Money         | = | <u>02% of Estimated Cost.</u> |
| (b) | Performance Guarantee | = | <u>05% of Tendered Value</u>  |
| (c) | Security Deposit      | = | <u>2.5% of Final Value</u>    |

### SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

**Officer Inviting Tender: - Executive Engineer (Elect.), AIIMS, Bhubaneswar**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined: -



In accordance with Clause -12.2= 50%  
&12.3

## Definitions

## See below

2 (v)	Engineer-in-Charge	Superintending Engineering AIIMS, Bhubaneswar
2(viii)	Accepting Authority	Executive Director AIIMS, Bhubaneswar
2(x)	Percentage on cost of materials and labor to cover all over heads and profit	15%
2(xi)	Standard Schedule of Rates	Central Public Works Department Schedule of Rates - 2018 at Delhi with up to date correction slips
9(ii)	Standard AIIMS Contract Form	GCC for CPWD Works - 2020 as amended and up to and including correction slip
(i)	Time allowed for submission of Performance guarantee, Program Chart (Time & Progress) and applicable Labor Licenses, Registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance	15 Days
(ii)	Maximum allowable Extension with late fee @ 0.1% of: Performance guarantee amount beyond the period provided in (i) above.	01 to 15 days.

### Clause – 2.

Authority for fixing compensation under Clause 2 : Executive Director, AIIMS, Bhubaneswar

### Clause – 2A.

Whether Clause 2A shall be applicable : **Yes**

### Clause – 5.

Time allowed for execution of work : 90 Days

Time of start of work: Within Seven days after issue of workorder.

Number of days from the date of issue of letter of acceptance for: **07 Days**  
reckoning date of start

Authority to decide fair & reasonable extension of time: **Superintending Engineer, AIIMS, Bhubaneswar**  
for completion of work

### Clause – 6.

Whether Clause 6 shall be applicable : **No.**

### Clause – 7A.

Whether clause 7A shall be applicable : **YES.**

### Clause – 10B(ii).

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

<b>Clause – 10C.</b>	:	<b>Not applicable.</b>
<b>Clause – 10CA.</b>	:	<b>Not applicable.</b>
<b>Clause – 16.</b>		
Competent Authority for deciding reduced rates	:	<b>Superintending Engineer AIIMS, Bhubaneswar</b>
<b>Clause – 25.</b>		
Settlement of dispute & Arbitration	:	<b>Executive Director, AIIMS, Bhubaneswar</b>
<b>Clause – 32.</b> Requirement of Technical Staff and rate of recovery in case of non-compliance shall be as per the following table :-		

Value of Work	Ser. No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience in years	Number	Rate at which recovery shall be made from the Agency in the event of not fulfilling provision of clause36(i)	
							(Figures)	(Words)
<b>For Agreement amount upto Rs150 Lakhs</b>	(a)	Graduate Engineer OR Diploma Engineer	Elect.	Principal Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	2	<i>Rs 30000.00/-</i>	<i>Rs. Thirty Thousand only</i>

## Financial Bid (schedule of quantities)

**Name of the work :- Supply, Installation, Testing and Commissioning of Electrical and Fountain Works for Four no.s Circular Fountains Near Multiutility Building at AIIMS Bhubaneswar.**

Item No.	Description of Item	Qty	Unit	Rate per Unit	Total Amount
1	Supply and laying of 3½ X 25 sq. mm PVC insulated and PVC sheathed / XLPE armoured power cable of 1.1 KV grade. in the existing RCC/ HUME/ METAL pipe as required.	200.00	Mtr	<b>280.00</b>	<b>56,000.00</b>
2	Supply and laying of 3½ X 95 sq. mm (45mm) PVC insulated and PVC sheathed / XLPE armoured power cable of 1.1 KV grade. in the existing RCC/ HUME/ METAL pipe as required.	600.00	Mtr	<b>799.00</b>	<b>479,400.00</b>
3	Supplying and laying of 50 mm dia(OD-50 mm & ID -40 mm nominal) DWC HDPE pipe ISI marked along with all accessories like socket, bend, couplers etc. conforming to IS 14930, Part II complete with fitting and cutting, jointing etc. direct in ground (75 cm below ground level) including excavation and refilling the trench but excluding sand cushioning and protective covering etc., complete as required.	200.00	Mtr	<b>205.00</b>	<b>41,000.00</b>
4	Supply, Installation, testing & commissioning of IP-65 outdoor panel. <b>Incomer:</b> - 200-amp, 36 KA, 415 Volt. 4P MCCB with TM Release, over current, short circuit – <b>2no. with Bus coupler</b> , ROM-2set, 200 Amp spreader link-2set, 3-PH ammeter & Voltmeter with CT, LED Indicator (RYB)-2set <b>BUS BAR:</b> - 30X10 mm Aluminum bus bar <b>Outgoing:</b> - <b>A.</b> 40-amp, 36 KA, 415 Volt. 4P MCCB with TM Release, over current, short circuit – <b>5nos.</b> ROM-5 set, 40 Amp spreader link-5set, 3-PH ammeter & Voltmeter with CT, LED Indicator (RYB)-5set. <b>Body:</b> CRCA Sheet-1.6 mm, Body Type- Powder coated semen's Grey	1.00	No.	<b>246,595.00</b>	<b>246,595.00</b>

5	<p>Supply Installation Testing Commissioning of the following fountain; CROWN WITH VERTICAL JET FOUNTAIN WATER PATTERN: 12' DIA G.I RING WITH 72 NO. S OF ½" NOZZLE THROWING WATER INWARD CREATING A CROWN SHAPE WITH 7 NO. S OF VERTICAL JET (¾" &amp; 1"/1.25" NOZZLE) THROWING WATER UPWARD IN TWO DIFFERENT HEIGHTS. POOL: 15' DIA (OUTSIDE) WATER EFFECT: CROWN FOUNTAIN-(6') &amp; VERTICAL JET FOUNTAIN-(12'). PUMP: 7.5HP THREE PHASE SUBMERSIBLE OPEN WELL PUMP, Head-8-24 Mt., 31 LPS. LIGHTING: 19 NOS. OF MULTI COLOUR 12-WATT LED LIGHT (IP-68) WITH SUITABLE POWER SUPPLY AND COLOUR CHANGE CONTROLLER. PANEL BOARD: CABLE FOR PUMP SET AND LIGHTS UPTO 10MTRS. DISTANCE WITH SUITABLE PANEL BOARD (IP-66)</p>	4.00	No.s	<b>775,623.00</b>	<b>3,102,492.00</b>
6	<p>Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.: Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)</p>	8.00	cum	<b>2,369.00</b>	<b>18,952.00</b>
7	<p>Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering, finishing and reinforcement- All work up to plinth level : 1:1½:3 (1 Cement: 1½ coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)</p>	8.00	Cum	<b>8,802.00</b>	<b>70,416.00</b>
8	<p>Supplying and making end termination with brass compression gland and aluminium lugs for 3½ X 95 sq. mm (45mm) of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.</p>	4.00	Nos	<b>614.00</b>	<b>2,456.00</b>
9	<p>Supplying and making end termination with brass compression gland and aluminium lugs for 3½ X 25 sq. mm (28mm) of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.</p>	8.00	Nos	<b>327.00</b>	<b>2,616.00</b>
10	<p>Earthing with G.I. earth pipe 4.5 metre long, 40 mm dia including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt as required.</p>	3.00	Nos	<b>7,163.00</b>	<b>21,489.00</b>

11	Supplying and laying 25 mm X 5 mm G.I strip at 0.50 metre below ground as strip earth electrode, including connection/ terminating with G.I. nut, bolt, spring, washer etc. as required. (Jointing shall be done by overlapping and with 2 sets of G.I. nut bolt & spring washer spaced at 50mm)	60.00	Mtr	<b>150.00</b>	<b>9,000.00</b>
12	Supplying and laying of 90 mm dia (OD-90 mm & ID-76 mm nominal) DWC HDPE pipe ISI marked along with all accessories like socket, bend, couplers etc. conforming to IS 14930, Part II complete with fitting and cutting, jointing etc. direct in ground (75 cm below ground level) including excavation and refilling the trench but excluding sand cushioning and protective covering etc., complete as required.	600.00	Mtr	<b>303.00</b>	<b>181,800.00</b>
<b>Total</b>					<b>4,232,216.00</b>
Percentage above/at par/below the total estimated cost				<i>This is the Sample .Donot quote rate here.</i>	
<b>Total amount (including GST)</b>				<i>This is the Sample .Donot quote rate here.</i>	

(Rupees *This is the Sample .Donot quote rate here.* only)

**Note:-**

- MR = To be read as Market Rate.**
- The Bidder must submit Financial Bid in On-Line Mode.
- I/We have gone through the terms & conditions as stipulated in the tender and confirm to accept and abide the same.
- No other charges would be payable by the Institute
- Quantity mentioned above is tentative, it may increase or decrease as per site requirement.
- Contractor has to bring samples as per above preferred brands only and Engineer-In-Charge shall approve one sample out of the samples brought by the contractor. The contractor has to use material of that approved sample only. No claim in this regard shall be entertained.
- In case of non-availability of material of approved make, prior approval from Engineer-In-Charge shall be obtained for other make.
- The rates should be inclusive 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- **27 & 30**.

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

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

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

Place : Bhubaneswar

Signature of the Bidder :-

Seal of the Bidder \_\_\_\_\_  
Signature of Bidder with Stamp

**INSTRUCTIONS TO BIDDERS FOR FILLING OF E-TENDER****Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION ON CPP PORTAL:**

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER ENQUIRY DOCUMENT**

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS**

Bidder should consider any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents -

including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

### **Submission of Bids**

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.

Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.

Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### ASSISTANCE TO BIDDERS

Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

The water patterns of the fountains are as per the drawing given below:

**Annexure-I**

