

Notice Inviting e-Tender for

Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22.

(File No. : AIIMS/BBSR/Engg./ 594 refers)



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

NIT No. : **AIIMS/BBSR/Engg./ 034/2020-21**
NIT Issue Date : 18th May 2021
Last Date of Submission : 25th May 2021 (by 1400hours)

“Certified that, this tender document contains **39 (Thirty Nine)** pages only”.

**Superintending Engineer
AIIMS, Bhubaneswar**

Name of Work : **Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22.**

INDEX

1	Cover Page	-	01
2.	Index	-	02
3.	Notice Inviting e-Tender	-	03
4.	Information & Instruction for Bidders for e-Tendering	-	04 & 05
5.	Declaration to be given by the Tenderers	-	06
6.	General Rules & Directions	-	07 to 09
7.	Form for Details of all works of similar Class Completed during Last 07 (Seven) Years (Appendix 'A')	-	10
8.	Form for Detailed Information by Bidder (Appendix 'B')	-	11
9.	Performa for Earnest Money deposit declaration (Appendix 'C')	-	12
10.	Percentage Rate Tender/Item Rate Tender & contract for Works	-	13
11.	Special Conditions of Contract	-	14 to 24
12.	Affidavit from the Firm/Agency Concerned	-	25
13.	Form of Performance Security (Annexure - 1)	-	26
14.	Agreement (Specimen)	-	27 to 30
15.	Performa of Schedules - A to F	-	31 to 33
16.	Financial Bid (Schedule of Quantities)	-	34 to 36
17.	e-Tendering Instructions to the Bidders	-	37 to 39

ALL INDIA INSTITUTE OF MEDICAL SCIENCE, BHUBANESWAR
NOTICE INVITING e-TENDER

(a)	Name of Work	<u>Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22.</u>
(b)	Tender (NIT) No.	<u>AIIMS/BBSR/Engg./ 034/ 2020-21</u>
(c)	Contract Period	01 (One) Year.
(d)	Estimated Cost	Rs. 57,66,540 /- (Rupees Fifty-Seven Lakh Sixty-Six Thousand and Five Hundred Forty only)
(e)	Earnest Money Deposit (EMD)	NIL
(f)	Performance Security (Bank Guarantee)	3% of Tendered Cost.
(g)	Security Deposit	5% of the Tendered Value.
(h)	Tender documents will be Issued From	Download from Institute Website. (i.e. www.aiimsbhubaneswar.nic.in , www.tenderwizard.com /AIIMSBBBSR, www.eprocure.gov.in).
(j)	Last Date, Time & Place of Submission	By 25th May 2021 at 1400 Hours through online.
(k)	Date, Time for opening of Technical Bid	On 25th May 2021 at 1430 Hours.

1. The time of submission of Tender is **25th May 2021 by 1400 Hours**. 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 plans, 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.nic.in Or www.tenderwizard.com / AIIMSBBBSR.

Superintending Engineer
AIIMS, Bhubaneswar

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Superintending Engineer, AIIMS, Bhubaneswar invites on behalf of Director, AIIMS, Bhubaneswar, Item Rate Tender from firms/contractor of repute in Two (02) Bid system (Technical & Financial respectively) from approved/registered and eligible contractors of CPWD, AIIMS, State PWD like and other eligible firms having successfully completed works of similar nature as per eligibility condition and for the Work as per the details as follows :-

Ser. No.	Description	Details
(a)	NIT No.	<u>AIIMS/BBSR/Engg./ 034/2020-21</u>
(b)	Name of Work	<u>Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22.</u>
(c)	Estimated Cost	Rs. 57,66,540 /- (Rupees Fifty-Seven Lakh Sixty-Six Thousand and Five Hundred Forty only)
(d)	Earnest Money	NIL
(e)	Period of Completion	01 (One) Year.
(f)	Last date and time of online submission of tender	By 25th May 2021 at 1400 Hours through online.
(g)	Time and date of online opening of Documents	On 25th May 2021 at 1430 Hours.
(h)	Time and date of opening of Online Financial Bids	To be intimated later through website

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 <http://www.tenderwizard.com/AIIMSBBSR> or www.aiimsbhubaneswar.nic.in free of cost.

4. For e-Tendering of this Tender, AIIMS has engaged e-portal maintained by M/s ITI Limited, Bhubaneswar. Intending bidders shall have to register with M/s ITI Limited, Bhubaneswar to participate in the tendering process. For details kindly visit website <http://www.tenderwizard.com/AIIMSBBSR> or contact Shri SANJEEB MAHAPATRA (Mobile No. 7377708585). If needed they can be imparted training on online bidding process as per details available on the website.

5. The intending bidders must have valid class-III digital signature to submit the bid.

6. The bid can be submitted only after depositing e-tender Processing Fee in favor of ITI Limited and uploading the mandatory scanned documents as specified within the period of bid submission.

7. Copies of eligibility documents 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. Bidders must ensure to quote rate of each item. The column meant for quoting rate in figures appears in dark yellow colour and the moment rate is entered, it turns sky blue. 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). After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

9. 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.
10. 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.
11. If the contractor is found ineligible after opening of bids, his bid shall become invalid.
12. 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 and.
13. **FRAUD AND CORRUPTION:**
 - 13.1 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.
 - 13.2 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.
 - 13.3 The Contractor shall be debarred for any period of time as decided by the AIIMS, Bhubaneswar Authority for the following reason-.
 - (i) If the contractors submits false experience/completion certificates, **as mentioned in Ser. No. - 4(a), Page No. - 7 (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.
14. **List of Eligibility Documents to be scanned and uploaded within the period of bid submission:-**
 - (a) Performa for Earnest Money Deposit declaration (Appendix "C", pg no-12) duly completed and signed by the bidder.
 - (b) **Certificates of Work Experience & Completion Certificate of Similar work from Client not below the Rank of Executive Engineer, as mentioned in Ser. No. - 4(a), Page No. - 7 (refer under Eligibility Criteria).**
 - (c) Certificate of Registration for GST and acknowledgement of up to date filed return if required.
 - (d) Copies of Contractor's License (Civil License).
 - (e) Copies of ESI Registration.
 - (f) Copies of EPF Registration.
 - (g) Details of Work Completed during last **07 (Seven) Years** (Appendix 'A') in page-10 and Detailed Information of Bidder (Appendix 'B') in page-11 duly completed and signed by the Bidder.
 - (h) Declarations to be given by the Tenderers (as per Page 06).
15. The Technical Bid(s) shall be opened first by the Committee **on 25th May 2021 by 1430 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.

Superintending Engineer
AIIMS, Bhubaneswar

DECLARATIONS
(TO BE GIVEN BY THE TENDERERS)

It is to certify that :-

(a) I /We have gone through GCC of CPWD up to latest correction as available on website of CPWD/www.tenderwizard.com / 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) is/are employed in AIIMS Civil 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 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, 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 Superintending Engineer shall be free to forfeit the entire amount of Performance Guarantee”.

Date : _____

Signature of the Tenderer

GENERAL RULES & DIRECTIONS

Superintending Engineer, AIIMS, Bhubaneswar invites on behalf of Director, AIIMS, Bhubaneswar invites Item Rate Tender from Firms/Contractor of reputed/experienced Registered Contractors/Firms and other eligible firms having successfully completed works of similar nature as per eligibility conditions.

1. **Name of Work: Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22.**
2. The work is estimated **Rs. 57,66,540 /-** (Rupees Fifty-Seven Lakh Sixty-Six Thousand and Five Hundred Forty 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.
4. **Eligibility Criteria.** Contractor who fulfill following requirement shall be eligible to apply :-
 - (a) Three (03) similar **Painting** works, each of value **not less than 40%** of estimated cost put to tender or Two (02) similar **Painting** works each of value **not less than 60%** of estimated cost put to tender or one (01) similar **Painting** work of value **not less than 80%** of estimated cost put to tender in ***last 07 (Seven) Years*** ending **30th April 2021**.
Similar Painting work means” Painting in Multi-storeyed Buildings”.
 - (b) The Bidder should have registration with **Employee Provident Fund (EPF) Commissioner** and **Employee State Insurance (ESI) Corporation**.
 - (c) The experience of similar work should be from Central Govt., State Govt., PSU and Autonomous Body.
 - (d) 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.
 - (e) The site for the work is available.
 - (f) 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.
 - (g) Conditional Bids shall not be considered and will be out-rightly rejected at the very first instance.
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 **“Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22.”**
6. **Earnest Money Deposit.** There will be no Earnest Money Deposit. The bidder has to submit the Performa for Earnest Money Deposit declaration (Appendix “C”) duly completed and signed attached in page 12 of the Tender Document.
7. **Performance Guarantee.** The successful contractor will be required to furnish a **Performance guarantee of 03% (Three Percent) of Contract Value** after receiving notification of award ***in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Bhubaneswar"*** which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. 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 contract or for unsatisfactory performance or non-observance of any condition of the contract. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. In case the contractor fails to deposit the said Performance Guarantee

within the period including the extension period if any, he/she will be debarred for a period as decided by the Engineer In charge.

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, the accommodation they may require 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 or Site. For any query, Superintending Engineer, AIIMS, Bhubaneswar, may be contacted.

10. The competent authority on behalf of the 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 contractors who resort to canvassing will be liable to rejection.

12. The Competent Authority, The 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 Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the AIIMS, 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 aforesaid before submission of the bid or engagement in the contractor's service.

15. The Agency shall submit Post Card size Coloured Photographs showing different stages of construction activities at his own Cost. The Numbers of Photos for the subject work is 60 (Sixty) numbers.

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 thereof together with any correspondence leading thereto.

17. (a) **Security Deposit equal to 05% of the Contract Value will be deducted from the Bills of the Contractor .**
(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) **Labour CESS @ 01% will be deducted from the Bill.**
(e) **Water charges @ 1% of the gross bill amount will be deducted if water supply is taken from AIIMS departmentally.**
(f) **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 amount as per the usage shall be deducted from the gross bill amount as suggested by Executive Engineer (Electrical).**

18. ***All the work shall be completed within 01 (One) Year 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, than a penalty at the Rate of 1.5% per month of delay to be computed on per day basis of the total order value shall be levied subject to maximum of 10% of the total order value.***

19. **List of Documents to be submitted along with the Technical Bid.**

- (a) Performa for Earnest Money Deposit declaration (Appendix "C") (page no-12).
- (b) Page No-10 & 11 (Appendix A & B) duly filled in.
- (c) Certificates of Work Experience & Completion Certificate of Similar Work from Owner.
- (d) Certificate of Registration for GST and acknowledgement of up to date filed return if required.
- (e) All documents as per Ser. No. 14 (a) to (h) (Page - 05 refers).

20. The competent authority reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

21. **Goods & Service Tax (GST).**

(a) ***General remarks on Taxes & Duties. In view of GST Implementation from 01st Jul 2017, all Taxes and Duties including Excise Duty, GST/VAT, Service Tax, Entry Tax and other indirect Taxes and Duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Entry or any other form of Indirect Tax except of GST mentioned in the Bidding Documents shall be ignored.***

(b) ***Bidders are required to submit copies of the GST Registration Certificate while Submitting the Bids wherever GST (CGST & SGST/UGST or IGST) is applicable.***

(c) ***Quoted Price/Rate(s) should be inclusive of All Taxes and GST (i.e. IGST or CGST and SGST/UTGST applicable in case of Inter-State supply or Intra State Supply Respectively and CESS on GST if applicable) on the Final Service. Please note that the Responsibility of Payment of GST (CGST, SGST, IGST or UTGST) lies with the supplier of Goods/Services (Service Provider) only. Supplier of Goods/Service (Service Provider) providing Taxable Service shall submit an Invoice/Bill, as the case may be as per Rules/Regulations of GST. Further, Returns and details required to be filled under GST Laws & Rules should be timely filled by Supplier of Goods/Service (Service Provider) with requisite details.***

(d) ***The supplier/Contractor/Firm is advised to comply all the GST Norms as per Rules. Accordingly, Supplier/Contractor/Firm is to submit the Original Challan/Voucher justifying that it has been actually and genuinely paid to the Govt. at the time of submission of Bills to Finance Wing for release of Payments.***

**Superintending Engineer
AIIMS, Bhubaneswar**

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

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)	(j)	(k)
1.									
2.									
3.									
4.									
5.									
6.									
7.									

(Authorized Signature of the Bidder with Seal)

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 centre 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 Bank Draft/Pay Order/ Banker's Cheque of Earnest Money Deposit (EMD).	:
EPF No. (Enclose the attested copy of EPF Registration Certificate)	:
ESI Code.	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder with Seal)

PERFORMA FOR EARNEST MONEY DEPOSIT DECLARATION

Whereas, I/We.....(Name of Agency).....have submitted bids
for.....

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit-

1. If after opening of the tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of the tender) specified in the tender documents.

Or

2. If after the award of work, I/We fail to sign the contractor to submit Performance Guarantee before the deadline defined in the tender document.

I/We shall be suspended for One year and shall not be eligible to bid for AIIMS Tender from the date of issue of suspension order.

Name:

(Full signature of the bidder with Firm's seal)

Place: _____

Dated: _____

Percentage Rate Tender / Item Rate Tender & Contract for Works

e-Tender for the Work of “Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22.”

To be submitted online by :

- (a) Time and date of online Opening of Technical Bids. : **25th May 2021 by 1430 Hours.**
- (b) Time and date of opening of Online Financial Bids. : **To be intimated later through website.**

T E N D E R

I/We have read and examined the notice inviting tender, schedule along with Appendices 'A' to 'F' 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 me for 01 (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 suspend me for one year. 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 non-submission of Performance Guarantee as aforesaid, I/We shall be debarred for participation for one year in the 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 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 : *

SPECIAL CONDITIONS OF CONTRACT

Name of Work : **Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22**

1. **Discrepancy between Specifications.** In case of discrepancy in the specifications or any other matter, the matter shall be brought by the contractor to the notice of the Engineer-in-Charge for further decision.
2. **Contractor to employ Qualified Supervisor.** The contractor shall employ Skilled Engineer/Supervisor to supervise and execute the work.
3. **Inconvenience to the Public.** The Contractor shall not deposit or store any materials at any site without permission of the Engineer in charge. The materials will be stored at such places only with prior approval of the Engineer in charge as there is no obstruction in Traffic or other Agencies.
4. **The provision against Accident & Safety Measures.**
 - (a) The Contractor will take all necessary precautions against a Fire during the course of his work and will ensure the work against Fire at his own cost.
 - (b) He will also take all care against likely damage of Floor, Walls, Doors, Windows or any part of the Building. In case of any damage or loss, the contractor has to make good at his own cost.
5. **Specifications.** The work shall be carried out as per CPWD Specifications Volume I & II 2019 with up to date correction slips. The contractor should be well aware of these specifications before quoting the rates in Financial Bid for the subject tender. In the absence of specifications for any work or material, relevant Indian Standard (ISI) Specification shall be applicable.
6. **Cleaning the Site.** The site described and shown on the plans, shall be cleared off all the rubbish of all kinds etc. complete. After completion of the work and the site shall be handed over in neat and clean condition.
7. **Secrecy.** In a view to safeguard the Secrets & Confidential information relating to All India Institute of Medical Science, Bhubaneswar, the Tenderer binds himself and his successors to secrecy & contracts to bind to secrecy of his Officials, Managers, Technical Senior Staff & all other staff directly or indirectly concerned in or whom have to acquire information relation to the AIIMS, Bhubaneswar equipment and the Tenderer shall access to any such information.
8. **Security Rules.** The Contractor shall follow at Site Security rules regarding removal of materials from site, issue of materials from site, issue of materials from stores, issue of Identity Card etc., as may be framed from time to time by the Engineer. It is to note that the Security Section is empowered to carry out the checks.
9. **Care in case of occupied buildings.** Tenderer may also note that when the subject work is to be carried out in the premises of occupied residential and other buildings which are already under occupation, all care shall be taken to protect personal and/or Government materials fixtures, appliances, equipment's etc. In case of any damage to any of the existing arrangements, contractor is liable to do such work to its original and/or shall be liable to pay the cost of such damages/losses. The work shall be carried in close co-ordination with occupants of these buildings without any hindrance and interruption.
10. **Supply of Tools, Tackles & other materials.** For full completion of the work, Contractor shall at his own expense arrange and furnish all necessary work tools, tackles, scaffolding, tagaries, mugs, scrappers, wire brushes etc., that may be required to complete the work under contrac
11. **Inspection of Work.** Engineer or any person appointed by them shall have access and right to inspect the work, or any part thereof at all times and places during the progress of the work. The inspection and supervision is for the purpose of assuring owner and/or Engineer in charge and their representative will extend to contractor all desired assistance in interpreting the plans and specifications, all such assistance shall not

relieve contractor from any responsibility for the work. Contractor without delay shall correct any work, which proves faulty.

12. **Wastage.** The contractor should note that wastage of any items shall not be paid extra. The items shall be paid based on the executed work at site. All coefficients shall be as per relevant IS code.

13. **Penalty.**

a.) The painting requirement as given by EIC should be started preferably within 2 days after intimation, failing which penalty of Rs. 1000.00 per day will be imposed on the contractor.

b.) The painting requirement in urgent nature shall be started within 06 Hours, otherwise a penalty of Rs. 1000.00 per day will be imposed on the contractor.

c.) For smooth execution of work the Agency must deploy atleast 01 no. of Painter every day, otherwise a penalty of Rs. 1000.00 per day will be imposed on the contractor.

14. Contractor shall take all precautionary measures to avoid any damages to adjoining property. All necessary arrangement shall be made at his own cost.

15. The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed.

16. Normally, Contractors shall not be allowed to work at night. Work at night shall, however, be allowed if the site condition/circumstances so demand. However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained.

17. The contractor shall be responsible for the procurement of all the materials required to complete the work.

18. The contractor shall be deemed to have examined the Contract documents, to have generally obtained his information in all matters whatsoever that might affect the carrying out the works at the quoted rates and to have satisfied himself to the sufficiency of the tender. Any error in description or quantity or any other aspect in quoted rates or omission there from shall not vitiate the contract or release the contractor from executing the work comprised in the contract as per drawing and specification at the scheduled rates. He is deemed as an experienced contractor to know the scope, nature and magnitude of works and the requirements of material and labour and the type of work involved, etc. and as to what all work he has to complete in accordance with contract document whatever be the defects, omissions or errors that may be found in the contract document. The contractor shall be deemed to have visited the site and its surroundings to have satisfied himself as to the nature of all existing structures, if any and also to the nature and means of transport and communication to have access to and regress from the site.

19. All materials issued in the works shall be subjected to inspection and tests if required by Engineer in charge. Samples required for approval and testing must be supplied with sufficient time allowed for testing and approval. Materials shall be tested on site if required by Engineer in Charge and they may be rejected if found not suitable or not in accordance with the specification or Test certificate or any approval given earlier. The contractor shall carry out necessary test as per the direction of Engineer in charge in approved NABL/ Govt. laboratories. **The expenses towards all such tests are to be borne by the contractor at his own cost.** Tests shall be conducted as per relevant Indian Standard Specifications.

20. All manufacturer's certificates of tests showing that the material have been tested in accordance with the requirement of the appropriate Indian standard, other relevant specification are to be supplied free of charge.

21. All Electrical Connections/Wirings etc. (if required) for the work shall have to be taken from the nearest source with prior permission from Executive Engineer (Electrical). All expenses on this account shall be borne by the contractor. The electrical expenses shall be charged based on the meter reading. If connection is taken

directly without installation of meter, then the amount as per the usage of electrical equipment shall be deducted from the gross bill amount as suggested by Executive Engineer (Electrical).

22. Water if available may be supplied to the contractor by the department subject to the following conditions:-

(i) The water charges @ 1 % of the gross bill amount shall be recovered on gross amount of the work done, if, the Contractor uses the water supplied by AIIMS.

(ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply at his own cost.

(iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

23. The contractor shall engage necessary staffs/ technical person as per Clause 36(i) of Schedule 'F' as per this tender document. The name, qualification and technical experience of the contractor representative shall be submitted to the Engineer in charge before start of the work. Violation of this clause will lead to non-compliance and recovery will be made as per Clause 36(i) of Schedule 'F'.

24. Required safety measures is to be adopted before starting chipping works of the walls so that any inconvenience may not be faced by the patient/ medical staff.

25. The contractor must deploy his manpower in the night time to complete the work if the circumstances does not permit to work in official time.

26. LIST OF APPROVED MAKE OF MATERIALS

Specification/brands names of materials (Refer materials, whichever are applicable for the scope of work) and finishes approved by the Engineer-in-Charge are listed below. However approved equivalent material and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market but only after approval of the alternate brand by the Engineer-in-Charge.

Sl. No.	Materials	Approved Make
1.	CEMENT(OPC/ PSC / PPC)	ACC, ULTRATECH,DSP, RAMCO, JSW
2.	WHITE CEMENT	J.K. WHITE, BIRLA WHITE
3.	REINFORCEMENT STEEL	RINL, SAIL, TATA STEEL, JSW STEEL
4.	STRUCTURAL STEEL SECTIONS	TATA, SAIL, RINL, JINDAL
5.	HARDENERS	IRONITE, FERROK, HARDONATE
6.	AAC BLOCKS	ECOREX, KONCRETE, FAST BUILD, BILT, SIPOREX.
7.	POLY-SULPHIDE SEALANT,	PIDILITE, FOSROC, SIKA, BASF, SHALIMAR
8.	DAMP PROOF MATERIAL	IMPERMO, DURASEAL, ACCO-PROOF.
9.	ADMIXTURE	FOSROC, SIKA, BASF
10.	WATER PROOFING COMPOUND	TAPECRETE, CICO, FOSROC, PIDILITE,SIKA
11.	BITUMEN	INDIAN OIL, HINDUSTAN PETROLEUM.
12.	LOCKS/LATCH	GODREJ, HARRISON, PLAZA, DORSET.
13.	LAMINATES	FORMICA, DECOLAM, MERINO, GREENLAM
14.	WIRE MESH (MS/SS)	TRIMURTY WELDED MESH, GKD.
15.	ADHESIVE	PIDILITE, DUNLOP, CICO.
16.	EPOXY MORTAR	FOSROC, SIKA. CICO.
17.	DASH FASTNERS	HILTI, FISCHER, BOSCH.
18.	FLUSH DOOR SHUTTERS (DECORATIVE/NON DECORATIVE).	As Approved by department.

19.	FRP	POLYLINE, DUROPLAST, RAJSHRI. DURA SLEEK
20.	BOARD & PLYWOOD	DURO, KITPLY, CENTURY, GREEN PLY, ARCHID.
21.	HYDRAULIC DOOR CLOSER/FLOOR SPRING	HARDWYN, GODREJ, DORSET
22.	S.S.STAIRCASE RAILING	CONNECT ARCHITECTURAL PRODUCTS PVT.LTD, JINDAL STAINLESS STEEL LTD.
23.	FIRE CHECK DOOR	GODREJ, ROMAT.
24.	ANODISED ALUMINIUM HARDWARE (HEAVY DUTY)	HARDIMA, EVERITE, SIGMA (ISI MARKED).
25.	CLEAR/ FLOAT/ TOUGHENED GLASS	MODI FLOAT & SAINT GOBAIN, ASAHI.
26.	FIRE RATED GLASS	ST.GOBIAN, PILKINGTON, SCHOTT, FIRELITE.
27.	ALUMINIUM SECTIONS	JINDAL, HINDALCO, INDALCO, ALOM EXTRVSIONS.
28.	FRICTION STAY HINGES	EARL-BIHARI, ETTA.
29.	EPDM GASKET	HANU/ANAND.
30.	STRUCTURAL SILICON	DOW CORNING/WACKER, GE.
31.	WEATHER SILICON	DOW CORNING/WACKER, MCCOY, SOUDAL.
32.	CERAMIC TILES	OASIS, RAK, ORIENT BELL, AGL. M/S PRISM JOHNSON LTD, SOMANY.
33.	CEMENT CONCRETE TILES/HARDONITE TILES	NITCO, HINDUSTAN, LAKSMI.
34.	VITRIFIED TILES	RAK, ORIENT BELL, AGL., SOMANY, KAJARIA
35.	TACTILE TILE	JOHNSON, SUNHEART, AGL
36.	TILE ADHESIVE	CICO, PIDILITE, FERROUS, HIND FIX TA. ASIAN
37.	CC PAVERS/GRASS PAVER	NITCO-(ROCKARD), BHARAT-(NILSAN) REGENCY, ULTRA, EURCON, LAKSHMI
38.	ACRYLIC EMULSION PAINT (EXTERIOR)	ASIAN, NEROLAC, BERGER, DULUX
39.	TEXTURED PAINT (INTERIOR)	BERGER, ASIAN, NEROLAC, DULUX
40.	ACRYLIC EMULSION (INTERIOR)	BERGER, ASIAN, NEROLAC, DULUX
41.	PRIMER	BERGER, ASIAN, NEROLAC, DULUX
42.	PLASTIC EMULSION PAINT	BERGER, ASIAN, NEROLAC, DULUX
43.	ACRYLIC DISTEMPER (READY MIX)	BERGER, ASIAN, NEROLAC, DULUX
44.	SYNTHETIC ENAMEL PAINT	BERGER, ASIAN, NEROLAC, DULUX
45.	VARNISH	BERGER, ASIAN, NEROLAC, DULUX
46.	WALL PUTTY	J.K.WHITE, BIRLA WHITE, ASIAN
47.	VITREOUS CHINA SANITARYWARE	RAK SANITARYWARE, PARRYWARE, HINDWARE, JAQUAR, CERA
48.	FIRECLAY SINK & DRAIN BOARDS	PARRY, SUNFIRE, HINDWARE
49.	STAINLESS STEEL SINKS	NILKANTH, NIRALI, JAYNA
50.	LA(CI) PIPES	RIF, NECO, ELECTRO STEEL, KESORAM
51.	G.I.PIPES	TATA, JINDAL.
52.	G.I.FITTINGS (MALLEABLE CAST IRON)	UNIK, ZOLOTO.
53.	STONEWARE PIPE & GULLY TRAPS	PERFECT, PARRY, ANANT, SFMC, BURN.

54.	R.C.C. PIPES- (NP-2)	As Approved by department.
55.	MS PIPES	ELECTRO STEEL, SAIL, TISCO, JINDAL.
56.	UPVC/CPVC PIPE	SUPREME, PRINCE, FINOLEX, SFMC.,AJAY, ASHIRVAD, ORIPLAST
57.	GUNMETAL VALVES	LEADER, SANT, ZOLOTO.
58.	C.I.DOUBLE FLANGED SLUICE VALVES.	KIRLOSKAR, IVC, BURN, SONDHI, KEJRIWAL
59.	BALL VALVES	ZOLOTO, IBP, ARCO.
60.	SPIDER FITTINGS	DORMA, SEVAX.
61.	MINERAL FIBRE FALSE CEILING	ARMSTRONG OR EQUIVALENT AS PER RELEVANT IS CODE.
62.	FIRE RATED DOOR CLOSER	DORMA, MARSHALL, INGERSOLLRAND, D- LINE.
63.	C.P.BRASS FITTINGS	PLAYER, JAQUAR, MARC, PARRYWARE, HINDWARE, KINGSTON
64.	PPR PIPES & FITTINGS	SFMC, SAFE, SUPREME ASTRAL.
65.	POLYESTER POWDER COATING SHADES	NEROLAC, BERGER, J&N.
66.	HARDNERS	IRONITE, FERROK, HARDOMATE, FOSROC
67.	PVC WATER TANK	SINTEX, SPL, SFMC.
68.	WOOD/STEEL FIRE RATED DOOR SHUTTER	SHAKTI MET, GODREJ, PROMAT, KUTTI
69.	INTUMESCENT STRIP FOR FRD SHUTTERS	INTUMEX, ASTOFLAME, LORIENT, RAVEN
70.	FALSE CEILING SYSTEM ALONG WITH SUPPORTING GRID AND MINERAL FIBRE TILES	ARMSTRONG, USG, AURA (ASIPL), BORAL
71.	FALSE CEILING SYSTEM ALONG WITH SUPPORTING GRID AND CALCIUM SILICATE BOARD/TILE	ST.GOBAIN GYROC, BORAL, HILUX, AEROLITE.
72.	FALSE CEILING SYSTEM ALONG WITH SUPPORTING GRID AND ROCKWOOL/GLASSWOOL ACOUSTICAL TILES	ARMSTRONG, USG, ECOPHONE, DECOSONIC, AEROLITE
73.	FALSE CEILING SYSTEM ALONG WITH SUPPORTING GRID AND METALLIC TILES	ARMSTRONG, HUNTER DOUGLAS, AURA (ASIPL), LLOYED.
74.	ACCOUSTIC TILES FOR HIGH FREQUENCY ABSORPTION	ARMSTRONG, USG, DECOSONIC, BORAL, AEROLITE
75.	GRG TILE FOR FALSE CEILING	DECOSONIC, SAINTGOBAIN, ARMSTRONG, CKM
76.	FIBRE GLASS ACOUSTICAL WALL PANELLING	DECOSONIC, ARMSTRONG, ECOPHONE (SAINTGOBIN), AEROCIL, ANUTONE
77.	FIRE RATED SS BALL BEARING HINGES	DORMA, MARSHALL, INGERSOLL RAND, D- LINE, DORSET.
78.	FIRE RATED PANIC BAR/ PANIC TRIM	DORMA, MARSHALL, INGERSOLL RAND, D- LINE
79.	CLAMP SYSTEM FOR DRY STONE CLADDING	HILTI, FISCHER, BOSCH
80.	STONE ADHESIVE	FERROUS CRETE (FERRO-113), ARDEX ENDURA (DIAMOND STAR), PIDILITE (ROOF STONE ADHESIVE)

81.	GYPSUM PLASTER	FERROUS CRETE (FERRO- 500), GYPROC SAINT GOBAIN (ELITE-90), BORAL (BORAL GYPSUM)
82.	MIRROR	SAINT GOBAIN, MODIGUARD, AIS,
83.	BACKER ROD	SUPREME IND LTD, SYSTRANS POLYMERS
84.	EPDM ACOUSTICAL, FIRE SEAL	ENVIROSEAL
85.	CI MANHOLE FRAME & COVERS AND GI GRATING	NECO, RIF, SKF, or as Approved by department
86.	SFRC MANHOLE COVERS & GRATING	as Approved by department
87.	PTMT FITTINGS	PRAYAG POLYMER PVT. LTD, PRINCE
88.	ACP FOR CLADDING	ALUDECOR, ALSTRONG.
89.	APP WATERPROOFING MEMBRANE	STP LTD, TEXSA, BITUMAT CO.LTD, DERMABIT, GRACE, BENGAL BITUMEN, PIDILITE.ASIAN
90.	CURING COMPOUND	FOSROC, SIKKA, BASF
91.	LAMINATE FLOORING	ARMSTRONG, PERGO
92.	LINOLEUM FLOORING	TARKETT, FORBO, WIKENDER
93.	EXPANSION JOINTS	CONSTRUCTION SPECIALITIES, ARCHITECTURE SPECIALITY PRODUCT (ASP), Miska & EMSEAL
94.	POLYCARBONATE ROOFING SYSTEM	GE LEXAN, DAN PAL, POLYGAL.
95.	SOIL WASTE & VENT PIPES & FITTINGS CENTRIFUGAL CAST IRON	NECO, SKF, BIC, KAPILANSH, RAJ(RPMF)
96.	CONCRETE ADHESIVE	HIND PLAST SUPER.
97.	INTERGAL WATER PROFING COMPOUNDS FOR CEMENT MORTAR & CONCRET	HIND PROOF NO.1. ASIAN
98.	SS DOOR/WINDOW FITTINGS	DORSET, HETTICH, GODREJ, HARRISON.
99.	UPVC DOORS & WINDOWS	FENESTA, ALUPLAST, DUROPLAST, KOMMERLING
100.	CENTRIFUGAL HUBLESS CAST IRON PIPE & FITTINGS	NECO, SKF, KAPILANSH, RAJ(RPMF)
101.	PRE-COATED GI SHEET FOR ROOFING	JINDAL SAW, TATA BLUE SCOPE, NIPPON DENDRO
102.	RIGID PVC RAIN WATER PIPE AS PER IS:13592 & FITTING AS PER IS:14735	M/s. HSIL Limited, ASHIRVAD, ASTRAL, KSR by KISAN IRRIGATION.

28. TERMS AND CONDITIONS –

A.) General Condition

1. Name of Work - **Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22**
2. For all items of **Civil/Electrical/AC&R**;- CPWD specifications with up to date correction slips up to receipt of tender shall be followed. For the items which are not covered under CPWD Specifications; B.I.S. specifications shall apply. In this regard the decision of Engineer-in- charge shall be final.
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 of 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 contractor 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 bye 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. All melba/rubbish/silt/waste, garbage etc. generated due to any operation from buildings/houses/hostels and other open spaces whatsoever shall be disposed off on daily basis by the contractor to the specified common disposal point. After the collection of full truck load of the said Melba (approx. 4.5 cubic meters), the same shall be disposed off by the contractor to the authorized municipal dumping ground and nothing extra shall be paid on this account. In case of non- removal/disposal in the specified period, the same would be disposed at risk & cost of contractor.
9. 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.
10. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.
11. All required register will be issued by Engineer-in-Charge/Executive Engineer duly marked in chronological order but the contractor will have to arrange all such registers/stationery etc. Nothing extra shall be paid on this account.
12. The Contractor must deploy atleast one no. of experienced painter at AIIMS campus on daily basis for which no extra payment will be made.
13. Sometimes the work front at OT/ICU areas may not be available during normal working hours. In such case the contractor has to deploy his manpower as per the suitability of department without claiming any extra payment.
14. Most of the painting works are inside the OT, wards and at various places of hospital campus. Therefore the labour deployed by the contractor should have no hesitation to work inside the above said places.
15. The painting works may be distributed in nature and needs touch-up at various places of hospital campus due to which sufficient area may not be covered in each day by each painter for which no extra payment will be made to the contractor.
16. During execution of work the agency must have sufficient amount of painting apparatus.
17. 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.
18. All T&P, scaffoldings, ladders/Hydra etc, instruments/meters for maintenance, consumable and Contingent Articles required for execution of the work shall be arranged by the contractor.
19. The contractor shall make all safety arrangement required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. The department shall not be responsible for any mishap, injury, accident or death of the contractor"s staff. No claim in this regard shall be entertained / accepted by the department. 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.
20. 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.

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

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

23. 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.

24. 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. (iv) CPWD specifications.

(d) Architectural drawings.

(e) Indian standards specifications/ BIS. (vii) Sound engineering practice. 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.

25. The contractor and /or his authorized agent should see the site order book every day and get the compliance of instruction given by the JE/AE/Engineer-in-charge (E-I/C) as per time schedule.

26. The contractor will not pitch up tents for laborers, materials and his stores etc.

27. The contractor may construct a temporary store for keeping his materials at the place as shown by department. The same shall be demolished & debris cleared before release of final bill. The contractor shall bear all expenses in this regard.

28. Any damage to the building structure, fittings or any other articles etc. done by the contractor or his workman during the execution of the work shall be made good by the contractor at his own cost.

29. The contractor shall clear the site properly after the completion of the work.

30. The Agency shall be solely responsible for compliance to the provisions of various Labor 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 their re-enactments / amendments / modifications etc.

(a) The Payment of Wages Act 1936.

(b) The Employees Provident Fund & MP Act, 1952.

(c) The Contract Labor (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.

31. 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 EMD and /or Performance Guarantee and/or security deposit shall also stands forfeited.

32. Termination of Contract: AIIMS, Bhubaneswar would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Bhubaneswar rules & regulations, or if there is any lapse in compliance of any labor legislation, or if there is any incident of indiscipline on the part of the bidder or his staff and the agreement may be terminated by either party by giving one month's notice to the institution. The decision of AIIMS, Bhubaneswar management in this regard would be final and binding on the bidder. In such an event, AIIMS, Bhubaneswar shall have the right to engage any other bidder to carry out the task.

33. 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.

34. Dispute Settlement: It is mutually agreed that all differences and disputes arising out of or in connection with this agreements 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.

35. Guidelines issued by Hon'ble National Green Tribunal in O.A. No. 21 of 2015 and O.A. No. 95 of 2014 in the matter of Vardhaman Kaushik Vs. Union of India & other and Sanjay Kulshreshtha Vs Union of India & ors: Air Pollution of Dust from Construction and Demolition activity reg. issued vide letter No. DPCC/EIA/Ref-001 to 172/NGT-21/2015/225-408 dt. 17/04/2015 shall be complied by the Bidders.

B.GENERAL CONDITIONS FOR SUPPLY OF MATERIAL

1. The material shall be as per CPWD specifications with up to date correction slip and BIS 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. Material will be supplied by the contractor within 02 days after giving the requirement otherwise Rs. 1000.00 penalty per day per complaint shall be recovered from contractor's bill after giving notice as decided by the Engineer in-charge. However, painting requirement in urgent nature shall be done within 06 Hours.

4. The sample of all the items shall have to be got approved by the Contractor 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.

5. The contractor shall if required furnish the manufacturer's certificate that the material supplied satisfy the requirements of the relevant specifications.

6. The Engineer-in-Charge shall be at liberty to test respective sample (s) of each item of schedule of quantity in any approved laboratory as decided by him. The sample for testing shall be provided by the contractor. If the test proves satisfactory and the material is accepted, the testing charge in respect of satisfactory test shall be borne by the department.

All other expenditure required to be incurred for making available the sample, conveyance and packing etc, shall be borne by the contractor himself. In case any sample of particular lot fails in testing the contractor shall be bound to replace the entire lot with fresh material of prescribed specifications and the rejected lot shall only

be returned to the contractor after fresh lot is supplied. Testing charges in respect of failed sample will be borne by the contractor himself.

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

8. In case of any dispute regarding rejection of quantity of materials the decision of Engineer-in-Charge shall be final and binding upon the contractor.

9. Conditional tenders are liable to be summarily rejected.

10. The rates shall be quoted only in the schedule of quantities attached with the tender and nowhere else i.e. letter heads etc.

11. The contractors are specifically required to quote only one rate against each item. The rate Quoted for any item of material shall conform to the prescribed specifications.

12. The quantities are approximate and are liable to change up to any extent on either side. The Engineer-in-Charge reserves right to order deviation from the quantities mentioned in the tender. The contractor shall supply the additional quantity on the rates quoted in the tender documents irrespective of deviation limit mentioned elsewhere in the agreement. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derive from the execution of supply in full as mentioned in tender but which did not derive any consequence of the full supply of material mentioned in tender not having been ordered. It is not necessary to use all items in the BOQ/Schedule during contract Period. The use shall be based on the requirement at Site. Contractor cannot claim Payment against Storage of items to maintain the deadline of completion of work as per Tender.

13. The maker of material shall be same as that of actually installed/fixed at site. But, in case of non-availability or due to any reason, Engineer-in-Charge can take decision to install equivalent/new items available in the BOQ/Schedule. In case of any dispute the decision of Engineer-in-Charge shall be final with regards to make/brand of material.

14. For materials used in this work, the record shall be maintained at site in a standard Performa to watch quality and consumption of the material.

15. Suitable and strong scaffolds/staging for executing the item at any height should be provided by the agency without any extra cost (all rates are inclusive of scaffolding/staging etc.)

16. The Contractor shall be responsible for all injury/death to any persons and for all structural and decorative damage to the property which may arise from the operation or neglect of himself or damages arising from carelessness, accident or any other causes whatever in any way connected to the Contractor.

17. Execution of work shall be planned in such a way that Entire work shall be completed within 01 (One) Year period from the date of handing over of the site.

18. Mode of measurements for any item shall be in accordance with Indian standards, if not mentioned in the item specifications. If there is any discrepancy, the decision of Engineer-in-charge shall be final.

19. WORK EXECUTION

Specialized Works: Specialized works/items/jobs are those works that requires expertise/specialized skill and are executed after prequalification of agencies. They require special T&P and/or specialized skill.

Specialized works to be executed through- specialized agencies

Specialized works are those works for which there are specialized agencies available in the market to execute them. These works are listed in NIT. These works should be got executed through such agencies only to ensure a proper quality of work.

Agencies acceptable to the department in a tender where there are components of such specialized nature of works and such works should be got executed only through associated agencies specialized in these fields. The contractor shall indicate the name(s) and address with experience certificates of his associated specialized agencies those fulfilling the above conditions as early as possible and within one month of award of work.

Agencies engaged by the main contractor are required to fulfill the laid down criteria. In case the main contractor himself meets the required eligibility criteria as laid down by the Department for specialized work, he is allowed to execute the same after due verification etc. The main contractor gives detailed execution programme of the work which forms part of his agreement with the department. He indicates in the programme, the time/stage of the work when the agencies of specialized components of works will be deployed by him. The main contractor enters into MOU with agencies associated by him for execution of specialized component as per conditions laid by Engineer-In-Charge.

The specialized firms satisfies the following eligibility criteria: Experience of having successfully completed works during last seven years ending on previous day of last day of submission of tender Three similar works each of value not less than 40% of the estimated cost put to tender. OR Two similar works each of value not less than 60% of the estimated cost put to tender. OR One similar work of value not less than 80% of the estimated cost put to tender. All amounts rounded off to a nearest convenient figure.

The main contractor has to associate agencies for specialized component(s) conforming to eligibility criteria and has to submit detail of such agency(s) to Engineer-in-charge of relevant component(s).within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of relevant component(s).

In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of relevant specialized component(s).

The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

The main contractor has to enter into MoU with agency(s) associated by him. Copy of such MoU shall be submitted to Engineer- in-charge of each relevant component. In case of change of associate contractor, the main agency(s) has to enter into MoU/agreement with the new contractor associated by him.

32. The work included in this Contract consists of "Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22."

AFFIDAVIT

(To be submitted on Letter Head of the Company/Firm)

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

I/We also certify that, Firm will 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 imposed any action as per NIT 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 (GUARANTEE)

1. In consideration of the 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 a 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 undertake 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 Bank)

AGREEMENT (Specimen)

This Agreement is made at **Bhubaneswar** on this (day) of(Month) **20**__.

BETWEEN

Director, AIIMS, Bhubaneswar represented through Superintending Engineer, 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./034/2020-21** (herein after refer red to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22.** Here in 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 Tendered Value which has been accepted by Competent Authority for "**Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22.**" 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 EMD/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 be made.
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.

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 Bidder/Contractor)

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

WITNESSES:

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

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

Dated :

Dated :

Place : Bhubaneswar

Place : Bhubaneswar

PROFORMA OF SCHEDULES

(Separate Performa for Works in case of Composite Tenders)
(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities :- (ENCLOSED)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

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

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Ser. No.	Description	Hire charges per day	Place of Issue
(1)	(2)	(3)	(4)
DELETED			

SCHEDULE 'D'

Additional Condition and specifications : Enclosed.

SCHEDULE 'E'

(Reference to General conditions of Contract.)

Name of Work : Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22

Estimated Cost of Work : Rs. 57,66,540/-

(a) Earnest Money = NIL

(b) Security Deposit = 05% of Contract Value

(c) Performance Guarantee = 03% of Contract Value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS :

Officer Inviting Tender :- Superintending Engineer, 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 &12.3 =
Definitions

See below

2 (v)	Engineer-in-Charge	Superintending Engineer AIIMS,Bhubaneswar
2(viii)	Accepting Authority	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 - 2014 as amended and up to and including correction slip

Clause – 1.

- (i) Time allowed for submission of Performance guarantee, : 07 Days
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
- (ii) Maximum allowable Extension with late fee @ 0.1% of : 01 to 15 days.
Performance guarantee amount beyond the period
provided in (i) above.

Clause – 2.

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

Clause – 2A.

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

Clause – 5.

Time allowed for execution of work : **01 (One) Year.**

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

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

Clause – 6A.

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

Clause – 7.

Gross work to be done together with net payment/adjustment of
advances for material collected, if any, since the last such payment
for being eligible to interim payment : **No, after completion of Work.**

Clause – 7A.

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

Clause – 10B(ii).

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

Clause – 10C.

: **Not applicable.**

Clause – 10CA.

: Not applicable.

Clause – 11.

Specification to be followed for Execution of work as on the date of opening of the tender. : **CPWD Specifications Volume I & II 2019 with up to date correction slips**

Clause – 12.

12.2 & 12.3 Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not be applicable : **50% (Fifty Percent)**

Clause – 16.

Competent Authority for deciding reduced rates : **Superintending Engineer**
AIIMS, Bhubaneswar

Clause – 25.

Settlement of dispute & Arbitration : **Director, AIIMS, Bhubaneswar**

Clause – 36(i).

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 contractor in the event of not fulfilling provision of clause 36(i)	
							(Figures)	(Words)
For Agreement amount up to Rs 150 Lakhs	(a)	Graduate Engineer OR Diploma Engineer	Civil	Principal Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	Rs 15,000/- per month	Rs Fifteen Thousand only
For Agreement amount between Rs 150 Lakhs to Rs 500 Lakhs	(a)	Graduate Engineer	Civil	Principal Technical representative	5 years	1	Rs 25,000/- per month	Rs Twenty Five Thousand only
	(b)	Graduate Engineer OR Diploma Engineer	Civil	Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	Rs 15,000/- per month	Rs Fifteen Thousand only

Schedule of Quantities

AIIMS, Bhubaneswar

NIT No. :AIIMS/BBSR/Engg./034/2020-21

Name of Work: Annual Maintenance Contract (AMC) for Painting Works at Hospital Complex, AIIMS, Bhubaneswar for the Year 2021-22

NOTE :- While quoting the rates following points should be considered :-

- 1.** The contractor has to deploy 01 (one) experienced painter on daily basis for execution of painting Requirement for which no extra payment will be made.
- 2.** The ladder, scaffolding and other items as required during execution of work is in contractor's scope and No extra payment will be made for those items.
- 3.** The contractor is required to go through the general condition of contract and special condition of contract in detail before quoting the rate.

Sl No.	Description Of Item	QTY.	Unit	Rate	Amount	Remark
1	FINISHING					
	CEMENT PLASTER (IN COARSE SAND)					
1.1	12 mm cement plaster :					
1.1.1	1:6 (1 cement : 6 coarse sand)	30.00	sqm			
1.2	Distempering with 1st quality acrylic distemper (ready mixed) having VOC content less than 50 gms/litre, of approved manufacturer, of required shade and colour complete, as per manufacturer's specification (including one coat of primer)					
1.2.1	Two or more coats on new work	100.00	sqm			
1.3	Finishing walls with Acrylic Smooth exterior paint of required shade :					
1.3.1	New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	200.00	sqm			
1.4	Painting with silicon & acrylic emulsion based water thinnable sealer of approved brand and manufacture on wet or patchy portion of plastered surfaces :					
1.4.1	Two coats	500.00	sqm			

1.5	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : (including one coat of primer)					
1.5.1	Two or more coats on new work	1000.00	sqm			
1.6	Providing and applying white cement-based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	4000.00	sqm			
1.7	Wall painting with acrylic emulsion paint, having VOC (Volatile Organic Compound) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and color (including one coat of primer)					
1.7.1	Two coats	10000.00	sqm			
1.8	Distempering with 1st quality acrylic distemper (Ready mix) having VOC content less than 50 grams/ litre of approved brand and manufacture to give an even shade :					
1.8.1	Old work (one or more coats)	20000.00	sqm			
1.9	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	2000.00	sqm			
1.10	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade:					
1.10.1	One or more coats on old work	10000.00	sqm			
1.11	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :					
1.11.1	One or more coats on old work	7000.00	sqm			
1.12	Finishing walls with Acrylic Smooth exterior paint of required shade :					
1.12.1	Old work (One or more coat applied @ 0.90 ltr/10 sqm).	20000.00	sqm			
1.13	Varnishing with varnish of approved brand and manufacture:					
1.13.1	One or more coats with copal varnish	1000.00	sqm			
2	REPAIRS TO BUILDING					

2.1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge.					
2.1.1	With cement mortar 1:4 (1 cement : 4 fine sand)	30.00	sqm			
2.1.2	With cement mortar 1:4 (1cement: 4 coarse sand)	30.00	sqm			
3	DISMANTLING AND DEMOLISHING					
3.1	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	500.00	sqm			
3.2	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	60.00	cum			

(The Rates quoted should be inclusive of GST as applicable)
(In Words) = (Rupees _____)

GRAND TOTAL (in figures) =

E-Tendering Instructions to Bidder(s)

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 www.tenderwizard.com /AIIMSBBBSR through an ASP, M/s. ITI Ltd., Bhubaneswar.

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 www.tenderwizard.com/AIIMSBBBSR.
 - (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 www.tenderwizard.com/AIIMSBBBSR, 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. (Rs 2000+ GST 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://www.tenderwizard.com> /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.** You pay processing fee (0.1% of ECV + GST as applicable (Min. 750/- & Max 7500/- + GST as applicable)) through online (Credit card/ Debit card/ Net Banking), when participating in the e-tender.

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 AIIMSBSR 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/Queries about e-Tender, please contact Mr. Swadesh Bala (07008064095 / 07377708585), Helpdesk - 011-49424365, ITI e-mail ID for mailing communication :- twhelpdesk404@gmail.com / twhelpdesk680@gmail.com / twhelpdesk605@gmail.com.**